



## LT Cimpex Belgium - Sales Conditions

1. Unless otherwise agreed in writing, all of our sales of goods and/or services are concluded under the present General Export Sales Conditions. Any amendment to one or more of the conditions below by written special conditions is only valid for the operation for which it was agreed by the parties. It shall not be retroactive in effect and is only valid for subsequent operations if it has been expressly renewed at the time of each new order. This special amendment shall result in no change to the other conditions which remain in strict application.
2. Our merchandise sold cannot be returned or exchanged.
3. The mutual obligations of the buyer and LT Cimpex sprl are governed by the Incoterms 2000 mentioned in our offer. The specific provisions of these general conditions and our offers shall prevail in all cases over the Incoterms 2000.
4. Even when LT Cimpex sprl takes out insurance in favour of the buyer, LT Cimpex sprl shall not be held responsible for loss or damage after delivery, even for any deductible. The buyer must carry out all necessary formalities to obtain compensation from the insurers.
5. Our delivery times are given for information only and are as accurate as possible. Late delivery shall not give rise to any damages or interest or the cancellation of orders in progress. In any case, the delivery times agreed shall be deferred in the event of a total or partial strike by our staff, our suppliers, subcontractors, etc.; fire; flood; any difficulties or incidents that may arise between the installations of our suppliers and our own installations, between the installations of our suppliers and those of the buyer, or between our installations and those of the buyer; manufacturing accident; shortages at our suppliers; or any other cause deemed to be a case of force majeure or any other cause outside of our direct and personal control.
6. The buyer shall be stripped of the right to invoke any non-conformity if it is not notified to LT Cimpex sprl, specifying the nature of the defect, within 48 hours of expiration of the above-mentioned period for examination of the merchandise.
7. All payments must be made in the same currency as the currency of our invoices. Unless otherwise agreed in writing, all our invoices are payable in cash and in full on request, whatever their mode and place of delivery, notwithstanding any dispute and with no compensation or any right of retention that can be invoked by the buyer. All payments by irrevocable documentary credit confirmed by a bank can only be made with the consent of our finance department. Where the sale involves opening a documentary credit, opening of the credit concerned must be confirmed to us by the bank at the latest 10 days after the order is placed; if the documentary credit is not confirmed within this period, we are entitled to consider the sale as terminated at the fault of the buyer and the latter will be required to compensate us for our prejudice, based on a minimum estimation of 25% of the amount of the order, unless we can prove prejudice for a higher percentage.
8. Invoices that are not paid within the period agreed in writing in derogation of article 7 will automatically result, on the part of the buyer, in the obligation to pay late-payment interest calculated at the fixed rate of 2% per month of delay, as from the day after their due date and without notification.
9. \*\*\*\* concerning the prevention of late payment of commercial transactions, plus 5 percent. The fact that late-payment interest is charged prevents the buyer from delaying payments. Any payment not made within fifteen days of sending a notification by registered letter will be increased by a fixed amount of 15% of the sums due with a minimum of USD 100 and a maximum of USD 17 875. If legal proceedings have to be undertaken to obtain payment of our invoices or an indemnity for termination of the sale with the buyer at fault, the buyer may also be required to pay all the relevant recovery costs incurred following late payment, an estimation of which cannot be less than 15% of the sums due.
10. In the event of non-payment, partial payment or delayed payment on the part of the buyer, declaration of bankruptcy, request for composition of creditors, liquidation of the buyer or partial or total seizure of the buyer's assets, LT Cimpex sprl reserves the right to terminate or suspend any order in progress or not yet executed and, if necessary, to take back the merchandise delivered or in the process of being delivered.
11. The merchandise sold benefits from the guarantees supplied by the manufacturer, provided that the application modalities, territorial limits and other conditions imposed by the manufacturer have been respected by the buyer.
12. Ownership of the goods sold is transferred to the buyer only after payment in full of the invoice amount.
13. In the event of cancellation of an order, the vendor reserves the right to require payment to cover the administrative costs and any other costs incurred for the order in question.
14. These General Export Sales Conditions are governed by Belgian law, including for international sales the United Nations Convention on contracts for the international sale of goods, concluded in Vienna on 11 April 1980. All disputes, even in cases of connexity or action under guarantee or multiple defendants, fall under the exclusive jurisdiction of the Courts of Brussels, where they will be heard in the French language.