

## **GENERAL SALES CONDITIONS**

### **Article 1**

Our General Conditions of Sale shall apply to all our sales contracts. Our General Conditions of Sale shall prevail against the incompatible or conflicting conditions of the buyer. Conflicting General Conditions of Sale shall be binding if explicitly accepted in writing.

### **Article 2**

All deliveries and services of goods shall be received and accepted at our warehouses. The buyer will be presumed by virtue of law to have accepted and verified the conformity and visible defaults of the goods. Complaints regarding the nature, quality, appearance or packaging of the goods sent by the seller, must be reported within 5 calendar days after delivery.

### **Article 3**

All risks and costs regarding the transport are for the buyer's account, even if executed franco and by our own services. Return of the goods may only take place following the written approval of YVSOLAB

### **Article 4**

Even if a set delivery deadline has been agreed in writing, delivery terms stated by YVSOLAB are merely approximate and not binding. The failure to meet the deadline cannot be regarded as a reason to terminate the contract, nor a reason to demand compensation. YVSOLAB is entitled to suspend the performance of the agreement, in case of partial payment of earlier orders. In case of force majeure YVSOLAB is entitled to refuse the execution of the contract or part thereof and is entitled to suspend the performance of the agreement temporarily without any compensation.

The following are explicitly regarded as examples of force majeure (the list is not exhaustive): threat of war, war, strike, lock-out, disruptions of transport services, disruptions of the (data)network, measures announced by governments, the shortage of raw material, natural disasters, fire, also any other circumstance as a result of which performance of the agreement can no longer reasonably be required by the other party.

Upon the occurrence of any event of force majeure, YVSOLAB is entitled to charge separately the deliverable or the delivered part when it already executed its obligations or part thereof. The buyer is obliged to pay the invoice as if it was a separate contract.

### **Article 5**

Unless otherwise agreed, all offers are not binding. Offers and orders issued by our representatives for more than 2.480 EUR, are valid once confirmed by us in writing. Orders not confirmed by YVSOLAB are to be considered not accepted. Unless otherwise agreed in writing, the buyer is obliged to accept the confirmed orders within 2 months.

### **Article 6**

All payments are to be made in cash to our registered office, without any discount. All costs incurred are for the buyer's account.

Any invoiced amount remaining outstanding on its due date will be increased by virtue of law and without prior notice of default by late-payment interest in accordance with the interest-rate prevailing under the Law of 02/08/2002 relating to combating payment arrears in commercial transactions.

### **Article 7**

All collection or protest costs of accepted or non-accepted bills of exchange and receipts of posting are for the buyer's account. The offering of a bill of exchange doesn't change the place of payment.

### **Article 8**

In case of complete or partial non-payment of the amount due on the expiry date, without serious reasons and after serving notice upon the buyer, the amount due shall be increased by 12% on the total invoice amount by virtue of law and without prior written notice of default, with a minimum of EUR 125 and a maximum of EUR 2500 even if terms of respite are given.

### **Article 9**

In the event of protest of an accepted bill of exchange or in the event of non-payment of the invoice on the expiry date, all bills of exchange and invoices will become payable by virtue of law and without prior written notice of default.

### **Article 10**

In case of non-payment of the invoice on the appointed due date, we will consider the sale to be resolved by virtue of law within 8 calendar days after the unsuccessful reminder sent by registered letter.

In all cases where the contract is resolved at the buyer's expense, a lump sum of 20 % of the value of the complete contract with a minimum of EUR 50 shall be due by the buyer.

Until payment of the invoices, the products delivered shall remain the property of YVSOLAB. All risks to which the goods are exposed shall pass to the buyer upon delivery. The buyer is obliged to mention this retention of title in his listings. At first request, in case the goods are resold or replaced, the buyer shall transfer to us the claim or part thereof for the remaining sums. If the buyer doesn't carry out this request, we are authorized to suspend the performance of the agreement.

### **Article 11**

Professional electric and electronic appliances.

In order to execute the recycling obligation, YVSOLAB joins RECUPEL and therefore pays an administrative contribution.

A RECUPEL contribution for the collecting and processing of professional electric and electronic appliances is charged when the appliances, forming the object of the order, as well as the appliances replaced by them are eliminated. In order to respect the applicable law, the client can make an appeal to an operator who negotiated a Charter with RECUPEL ([www.recupel.be](http://www.recupel.be)). If requested by the client, YVSOLAB can contact the operator for an offer.

## Article 12

All disputes between the parties shall be decided by the competent court in the district of Turnhout (Belgium), even in summary procedures.

The acceptance of a bill of exchange doesn't change this competence.

All agreements between the parties shall be governed by the Belgian laws.

The Dutch text of the General Conditions of Sale shall always override in case of dispute.