



GENERAL CONDITIONS OF SALE

All offers, conventions and deliveries are done according to following conditions:

It can be only derogated from these conditions by a in writing special agreement, signed by one of the following men; Mr Charles LECLERCQ or Mr Rene LECLERCQ

No other person is able to grant exemptions from the conditions stated below.

Article 1

The repair or delivery periods are approximate and are given only on a purely informative basis. Under no circumstances the salesman or the repairer could not be made responsible for delays of deliveries and more particularly he could not be made responsible for delays caused by supplying delays by its own suppliers.

Article 2

The goods always travel under responsibility and to the risks of buyer, even if it is delivered free. The delivered goods remain however the property of the salesman until the moment of his integral payment.

* If the total amount of order does not exceed the 50,00 euros, the salesman can raise this amount of 8,00 euros for expenses.

Article 3

Any complaint must arrive at the salesman or repairer in the 24 hours following the delivery of the goods.

Under penalty of nullity, any complaint concerning the visible defects of the goods must be made in writing in the three days of the supply or three days after reception of the invoice for buyers which for the first time takes note of our conditions of sale.

In the event of hidden defects, the complaints concerning a given delivery must be lodged in writing into the three months following the reception or delivery date.

In these cases of hidden defects, the buyer will lay out only direct recourse against the producer of the delivered goods, the salesman will not be able in no case to incur an unspecified responsibility for hidden defects and the buyer is subrogated in the rights of the applicant towards the producer of the goods. So either in the event of visible defects than in the case of hidden defects, no complaint could be accepted after the transformation or repair of the parts or goods by thirds.

Article 4

Any return of goods will be accepted only if it reaches us:

- after prior agreement of our share
- free to the store or by intermediary of our representatives
- goods in their original packing
- in a suitable state for the resale
- goods accompanied by the reference of the delivery note or the invoice

Article 5

In all the cases of the salesman or repairer responsibility could be retained, this one will be limited to the replacement of the defective goods, by payment of its exchange-value at the sale time, or in the event of repair, its exchange-value at the repair time, this with the choice of the salesman or repairer. On no account an additional compensation could be required by the customer. The salesman responsibility is completely excluded for all damage caused by parts delivered or sold to the people, with movable or real goods. If such a damage results from parts defect, the buyer will lay out only of direct action against the producer of the sold parts.

Article 6

All the invoices are payable by cash except for delivery against refunding, or if a longer time were granted and mentioned expressly on the invoice. Invoice non-payment when due will give place to the payment of an 12% interest, without that no preliminary formal demand from the salesman or of the repairer is necessary. He is agreed expressly between parts that in case of invoice non-payment when due, the amount of the invoice will be increased by way of compensation for the damage rising from late payment, of 20% of the not paid amount with minimum of 50,00 euros, without setting in preliminary formal demand.

In the event of invoice non-payment when due, and whatever the amount of this invoice, all the other amounts which had due by the same debtor will be immediately exigible, even those envisaged by invoices for which a term of payment had been granted.

Article 7

All conditions of the customer which would be possibly contrary in the present general conditions, are regarded as not written, and are not accepted. On no account a customer will not be able to call upon his buying or general conditions to claim that one of the general conditions of the salesman or of the repairer does not bind it.

Article 8

- The fluctuation of exchange rate of our suppliers of more than 3% between the offer and the invoicing will involve automatically and by full right, a corresponding increase in price.
- The invoices are established and their payment is done in euros; the expenses and the exchange rate risks of payments carried out in other currencies are supported by the buyer.

Article 9

Only the district courts of Liege (Belgium) are qualified to recognize the different ones and disputes which can be born between parts.