

# General conditions of sale and services

## 1. General

These terms and conditions apply to all products and services offered by S.H.M.C. SPRL. All accepted quotations, order confirmations, delivery notes and invoices imply the Customer's unreserved adherence to the present general conditions of sale and provision of services.

No special conditions or other general conditions of the Customer may prevail over these general conditions. The Customer expressly waives the application of all or part of its general conditions of purchase. Therefore, in case of contradiction with the Customer's general conditions of purchase, these general conditions shall prevail.

## 2. Prices

**2.1** The prices indicated when the quotation is drawn up are expressed in euros and excluding VAT.

**2.2** The prices are increased by any costs of deliveries or services required by the Customer and applicable on the day of the order.

**2.3** The Recupel contribution ( if applicable) is included in the rate indicated.

**2.4** In general, the prices are subject to review on 1 January of each year.

## 3. Payment terms

**3.1** For any delivery and/or service, S.H.M.C. SPRL. will draw up an invoice which will be sent by post or digitally (at the Customer's request).

**3.2** With the exception of an agreement between the Customer and S.H.M.C. SPRL. the invoice must be paid within thirty (30) days to the account of S.H.M.C. SPRL. mentioned in the order confirmation, to the account of S.H.M.C. SPRL. mentioned in the invoice. No discount will be granted for early payment.

**3.3** Unpaid invoices on their due date bear interest of 1% per month from the due date. In addition, and as a flat-rate contractual indemnity, the amount of unpaid invoices will be increased by 15% for amounts less than €2500 and by 10% for those greater than €2500 with a minimum of €250, to increase the costs required for the recovery of the claim.

The acceptance of payment deadlines and/or bills of exchange does not entail novation and does not affect the liability of the debt and the interest and indemnities referred to below.

**3.4** In the event of cancellation of the order two (2) weeks after its confirmation, the Customer will be held with the payment of a fixed allowance of 50% of the price of the order.

**3.5** Any complaint relating to an invoice must be made in writing.

**3.6** Any claim relating to a job must be made in writing within THREE DAYS of the date of its execution.

## 4. Réserve de propriété

S.H.M.C. SPRL. remains the owner of all the material supplied until payment of the total amount, which also includes costs and interest. The Customer is obliged to insure the equipment thus held against any possible damage.

The Customer authorises S.H.M.C. SPRL., in the event of non-payment on the due date, to repossess the goods delivered, at the Customer's expense, irrespective of its location.

## **5. Delivery**

The delivery shall only relate to the goods and/or services indicated in the order confirmation. Delivery times will be respected as far as possible. The delay of delivery due to a case of force majeure shall not entail any responsibility on the part of S.H.M.C. SPRL. and shall therefore not give rise to any compensation whatsoever or to the total or partial breach of contract.

## **6. Responsibilities**

**6.1** S.H.M.C. SPRL. is responsible for the proper conduct of activities related to the order until delivery and receipt of the products and/or services provided.

**6.2** S.H.M.C. SPRL. insures the goods until their delivery and reception by the Customer. Except for gross negligence, no damage for accident will be held to persons and real estate directly or indirectly carrying out the service provided by S.H.M.C. SPRL.

**6.3** S.H.M.C. SPRL. shall be released from any liability in the event that the Customer does not provide it with all the information necessary for the execution of the order. The Customer undertakes to make the places of execution accessible in time for the supplier.

## **7. Guarantee**

**7.1** The guarantee of the devices and spare parts delivered by S.H.M.C. SPRL is 2 years.

**7.2** The guarantee is only applicable to equipment whose malfunction/technical problem has been confirmed by one of S.H.M.C. SPRL's technical partners and/or S.H.M.C. SPRL's technical manager.

**7.3** The guarantee does not include:

- Damage to the equipment due to negligence, insufficient inspection and monitoring, faulty maintenance. This is clearly.
- The batteries of the delivered devices.

**7.4** The slightest modification made by the Customer without the agreement of S.H.M.C. SPRL and without certification provided by the manufacturer, authorising the customer to carry out certain levels of maintenance interventions, will result in the immediate extinction of the guarantee.

**7.5** S.H.M.C. SPRL certifies that the products have undergone a prior quality test to justify the marketing of the product.

**7.6** The Customer is responsible for the conservation of its stored products during the time of the repair of the devices.

## **8. Applicable Law - Dispute**

**8.1** Any dispute relating to the interpretation and execution of these general conditions is subject to Belgian law.

**8.2** Any dispute not resolved between the two parties will be brought before the Commercial Court of Nivelles.