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Terms and Conditions

1 Introduction

Due to the mere fact of his order, the customer acknowledges and accepts current terms and conditions. Current conditions always take precedence over the terms and conditions of the customer. We can only be legally bound by our representatives, agents or servants, after written confirmation from our company's management. Any change to current conditions must be accepted by us in writing.

2. Prices, quotations and orders

Our quotes are made without any commitment, except as otherwise provided in our offers themselves. The oral quotes, orders and agreements will only bind us to the extent that we confirm this in writing or if we adhere to this by sending the goods and the invoice. All our prices are subject to change without prior notice until the receipt by us of the customer acceptance notice of the specified prices. We reserve the right to review or destroy our proposals if the orders received differ from the price request we have entered. Each quote will automatically expire fifteen days after the date of the prize, at twelve o'clock in the afternoon, except in writing and otherwise. Our prices are billed based on our rates applicable on the day of delivery. The invoice date is the day of departure of the goods.

3. Delivery terms and conditions

Except in expressly contradictory terms, our prices are subject to a warehouse. As a result, all of our transport and associated costs are borne by the customer. Our goods are shipped at the risk of the consignee, even if they have to be freight-free for special reasons. Except as expressly contradictory, our delivery terms are given as an indication only. They assume the agreement on the execution deadlines. In any event, they will be extended in case of delay in the transmission by the customer of the documents and information required for the proper execution of the sale even if this delay is not due to the customer. Even if there is an explicit agreement regarding delivery dates, cases of force majeure give us the right to cancel all or part of any purchase or order, or suspend its execution without prior notice or compensation. If due to a case of force majeure, delivery is delayed by more than one month, the customer will have the right to cancel the sale but only for the amount that could not be delivered due to the case of force majeure. To be considered as cases of force majeure, indicative but not limiting: war, mobilization, strike, riot, fire, workplace disturbance or the burden of the seller or his committers, lock-out, epidemics, bad weather conditions, lack of raw materials or energy, non-compliance by our suppliers with the delivery deadlines, restrictions and / or prohibitions imposed by the government of the country, lack of workers or servants, as well as all similar occurrences under our company, its subcontractors, committers or suppliers.

4. Complaints

The customer must check the goods upon receipt and, if necessary, file a complaint within five days. In principle, our goods or products are not taken back. In no event will any return be accepted without our prior agreement and inspection of the goods in our warehouse. If we agree to return the delivered goods, the customer undertakes to bear all shipping and return costs for the goods. Merchandise, which is processed, altered or damaged, will not be taken back. No return will be accepted or refunded when it comes to deliveries of special manufacturing that are not included in our sales program. Never more than 60% of the invoiced value will be refunded.

5 Responsibility - Liability

Before using our goods or products, the customer will check if they are impeccable and whether they respond well to the use they are intended for. In the absence of this, he will only bear the consequences of this and we will not be held liable. Before using any device, tool, tool or other object that may cause damage, our customer undertakes to investigate carefully and notify us of any defect. Nor can our responsibility be invoked when the damage caused by one of our products arises a lack of security which, even partly, is due to an error of the user, victim or any other person to whom the victim has jurisdiction. The customer undertakes to use our products in accordance with the prescribed guidelines and to use them for normal applications that we can reasonably provide for delivery. We are not liable for any damage that may result, for the customer or for a third party. In the case of the equipment, our guarantee covers the exchange of defective parts insofar the component or treatment provided by us in case of mold or construction defect, excluding the wear parts. Incoming parts owned by the customer are not covered by warranty. This warranty is valid for a period after delivery, in accordance with contractual terms or in default of this in accordance with the relevant legal provisions. Movement or transport costs, working hours, as well as any form of compensation, are excluded from the warranty. These warranty conditions also apply in case of incompatibility. As for our information and advice: The information about the possibilities of transformation and application, as well as the technical advice we provide regarding our goods or products, are provided without any commitment, without prejudice to any responsibility.

6. Payment Terms

Unless otherwise provided in writing, our invoices are payable in cash, net and without discount. Whichever method of payment chosen is, all the goods delivered by our company are payable at our registered office. The withdrawal and / or acceptance of bills or other securities does not imply debt renewal or any deviation from these terms and conditions or any special circumstances. In case of failure to pay on the due date, the sum due will be due by law and without notice to an interest of 12% per annum until the date of effective payment. In addition, any unpaid amount on the due date will only be increased by this fact and without notice of default with a lump sum of 10%, with a minimum of 125 €. In case of delay in payment or change in the condition of the customer, such as death, disability, rejection of a request for concordation, bankruptcy, protest, dissolution or amendment of a company, we reserve the right to unilaterally or destroy the sale for the non-delivered part of the order without the customer being entitled to claim damages, interest or reimbursement of costs or other expenses, or sufficient guarantees. Non-payment of an invoice on the due date, or of an advance or effect, makes all sums owed by our customer immediately enforceable. This also applies to the amounts for which a later payment period was allowed. All bank charges, stamps and bills for bills and other securities are at the expense of the customer. All collection and collection costs are also borne by the customer. In the absence of full payment on the due date, we may suspend or cancel our deliveries without prejudice to any other measure.

7. Retention of title

All goods delivered to us remain our exclusive property until full payment.

8. Brands

Several of our products are labeled. If these products are transformed or mixed with other components as constituent or added elements, the said trademarks may not be used in any way, provided that the special and written agreement of our company. The delivery under a trademark may not be considered as an agreement for the use of this product for the products manufactured by the customer. The authorization to use our trademarks presupposes the customer's respect for its terms of use.

9. Empty Packaging

The packaging indicated in the invoice with or without return packaging is our property. They must be returned to us freely within specified deadlines and at the latest within six months. The empty packaging that would not be returned to us within the specified deadlines will be invoiced to the customer at their replacement price. The same will apply if the packaging is damaged.

10. Applicable law and jurisdiction

The contract concluded between the parties is subject to Belgian law. All disputes of whatever nature are the exclusive jurisdiction of the courts in Brussels. If the dispute falls under the jurisdiction of the Peace Court, it will only be brought before the Hasselt Peace Court.