

# Microtron®

Flexible electronic solutions

## GENERAL SALES CONDITIONS

**1. APPLICABILITY:** these general sales conditions shall exclusively apply to all orders and agreements between Microtron and the customer. Any differing conditions or terms, whether or not mentioned on documents which come from the customer or from Microtron's representatives, are herewith objected to and shall not apply, unless accepted in writing by Microtron. In the event of such acceptance in writing, the stipulations of these general sales conditions, from which Microtron has not derogated, continue to apply.

**2. OFFER AND ORDER CONFIRMATION:** unless stated otherwise in writing, our offers are purely informative and are to be considered non-binding. Each order placed by the customer, engages the customer. As regards Microtron, an order is only binding when it is confirmed in writing in an order confirmation.

In order to be valid and at the risk of the customer forfeiting all rights, possible or alleged inaccuracies in our order confirmation must be reported in writing within 8 days of the date of the order confirmation.

**3. SAMPLES, DESCRIPTIONS, ETC.:** unless stated otherwise in writing, our samples, drawings, measurements, weights and other data are to be considered non-binding and giving only an approximate description of the goods, so that possible deviations of any kind can and will not entitle the buyer either to refuse the acceptance or payment of the goods either to claim damages or the termination of the agreement.

Unless agreed otherwise in writing, Microtron cannot be held liable for the possible unsuitability of the goods as regards the special purposes for which the goods were ordered by the buyer or his client. '*Special purposes*' mean the purposes which deviate from the normal purposes of the goods and of which Microtron was not informed and of which Microtron has not explicitly confirmed the suitability of the goods as regards these purposes.

**4. DELIVERY TIME:** unless otherwise agreed in writing, the delivery time stated by Microtron is purely indicative and non-binding. With the exception of serious fault of the directors of Microtron, a delay in delivery can only give rise to compensation if this was agreed in advance and in writing. The amount of the compensation cannot exceed 10% of the global price of the order. Even if the parties agree on a binding delivery time, Microtron will always be entitled, in the event of exceptional circumstances such as, without being exhaustive, war, danger of war, riots, fire or other destructions, transport impediments, illness among staff or lack of manpower in general, strikes, operational failure, shortcomings of our sub-suppliers, etc., either to suspend the delivery until the exceptional circumstances have come to an end, provided that delivery is subsequently carried out within the agreed deadline, or to cancel and terminate the agreement, without the buyer being entitled, in both cases, to any kind of compensation.

**5. TRANSPORT:** unless otherwise agreed in writing, all deliveries take place, at our discretion, ex factory or ex depot. The transport of the ordered goods is to the charge and at the risk of the customer, even in case another delivery place would be designated or in case the goods would be sold on a fob or franco basis

**6. RETENTION OF TITLE:** the delivered goods remain the property of Microtron until full payment of the agreed price, costs, interest and any compensation. Until the aforementioned full payment, the buyer is therefore not entitled to dispose, by whatever means, of the

delivered goods, and is, more particularly, not entitled to give the delivered goods to third parties as collateral.

**7. PROVISION OF SECURITIES AND SUSPENSION OF DELIVERY:** notwithstanding the agreed payment terms, Microtron is entitled, before starting or continuing any delivery, to require a bank guaranty from the buyer as security for the fulfillment of his payment obligations.

As long as the bank guarantee has not been provided, Microtron is entitled to suspend the delivery of the goods. The same shall apply in the event the buyer does not fulfill his payment obligations.

**8. COMPLAINTS:** upon delivery of the goods, the customer shall immediately examine the goods, or cause them to be examined, in order to verify whether the goods correspond to what is ordered.

All complaints concerning the non-conformity with the order or relating to defects in the delivered goods must be submitted to Microtron in writing at the latest within 8 calendar days following the receipt of the goods. Once the deadline for the submission of claims has passed, the customer is deemed to have accepted the goods. Claims submitted after the aforementioned deadline fall under the general warranty and RMA conditions.

The buyer immediately and irrevocably loses all rights to compensation in case of any modification or processing (of any kind) of the delivered goods.

**9. WARRANTY:** a warranty period of twelve (12) months shall apply. The warranty term will commence on the date of delivery of the goods. To be admissible, all complaints must be submitted to our office in Mechelen within this term and on the basis of our official RMA document of request.

If a complaint is well founded, Microtron's obligations will in any case be limited to a free-of-charge replacement or repair of the delivered goods or the faulty parts thereof, without the obligation to pay any sort of compensation. In case the replacement or repair is impossible and the claim falls within the scope of the warranty period of twelve (12) months, Microtron will refund the amounts paid by the buyer, without the obligation to pay any sort of compensation.

**10. WARRANTY AND RESALE:** in case the Buyer resells the goods, the buyer is obliged to impose on his buyers Microtron's general and possible special warranty conditions. In any event, the buyer agrees to indemnify Microtron against all possible claims from third parties, including the party to which the goods were resold, in connection with the goods and to the extent that those claims exceed the claims that the buyer himself could rightfully make against Microtron.

**11. PRICES:** the order confirmations are invoiced on the basis of the prices and terms that apply on the date of the order confirmation by Microtron.

**12. PAYMENT:** unless agreed otherwise in writing, all amounts invoiced, including taxes, must be paid in Mechelen, in net terms and without any discount, within 30 days of the invoice date at the latest.

If the delivery is executed in two or more parts, each part will be invoiced separately. Bills of exchange will not be accepted. The buyer's payment obligations will not be suspended by the submission of a complaint concerning the goods.

**13. NON-PAYMENT:** failure to pay on the due date shall, automatically and without prior notice, entail apart from a rate of interest of 10% per year on the amounts owed, also a fixed irreducible level of compensation of 10% on the invoiced amount with a minimum of € 50 per invoice, notwithstanding the right of - N.V. MICROTRON for Belgium, B.V. MICROTRON for

the Netherlands, MICROTRON Luxembourg S.A.R.L. for Luxemburg - to prove higher damage, and without prejudice to the right of the debtor to request a suspension of payment.

**14. TERMINATION:** none of the above entails any waiving of Microtron's right to claim the termination of the agreement, as well as compensation or damages, in case of non-payment. In case the agreement, in whole or in part, is terminated because of one or more shortcomings of the buyer, the buyer shall be obliged to pay Microtron a fixed and irreducible indemnity for lost profit and costs incurred equal to 60% of the amount of the terminated agreement or the relevant part thereof, without prejudice to Microtron's right to a refund of the costs which have to be made in order to regain possession of the goods and to restore the goods in their original condition.

**15. MINIMUM ORDER AMOUNT:** unless otherwise agreed, administration charges amounting to € 50 will be charged for orders for an amount smaller than € 125, and administration charges amounting to € 35 will be charged for orders for an amount smaller than € 250.

**16. COMPETENT COURTS AND APPLICABLE LAW:** the courts of Mechelen shall have sole jurisdiction in the event of disputes. Belgian law applies to all of our agreements, to the exclusion of the Vienna Sales Convention.



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