



## General terms and conditions of sale version 1.0 - 21/01/2014

### General

**1.** These general terms and sale conditions apply to all present and future agreements and contracts concluded by Haelvoet NV, registered in the register of legal entities BE 0415.873.840 with registered office at Leon Bekaertstraat 8, B-8770 Ingelmunster, Belgium for the order, sale and delivery of goods. Any amendment to or change in these general terms and conditions of sale is only valid after a prior written and signed agreement between Haelvoet NV and the Distributor. Unless accepted in writing by Haelvoet NV prior to the conclusions of the contract of agreement, the general terms and conditions of sale of the Distributor shall not constitute any amendment to or change in the general terms and conditions of sale of Haelvoet NV. The acceptance of the offer by the Distributor implies the acceptance and approval of these general terms and conditions of sale by the said party.

### Applicable law and competent court

**2.** The law of the Kingdom of Belgium shall be exclusively applicable. The court of law of Kortrijk shall be solely competent for all differences, disputes or disagreements that cannot or could not be solved amicably. The language of arbitration shall be Dutch. However, Haelvoet NV shall be entitled to bring any difference, dispute or disagreement to any other court of law that is competent under the Belgian law.

### Validity of the offer

**3.** Unless otherwise mentioned in the offer, the validity of the offer is two months, starting the day following the date of the offer. The Distributor agrees to keep all elements of the offer and pricelist strictly confidential.

### Prices and related costs

**4.** Prices are quoted in the offer or in the pricelist. Unless agreed otherwise, they are applicable for the validity term of the offer and fixed and final. All prices are exclusive VAT, FCA-Ingelmunster according to the Incoterms ICC 2010 and therefore exclude all duties and all kind of taxes as well as charges for handling, insurance, transportation, extra work and costs for assembly and installation of the goods. Packing costs are included in the prices in case of full truck - or container loads. In case of less than a Truck / Container loads, Haelvoet NV will use for beds –and stretchers the special developed loading frames, as well as for the other Haelvoet products ( bedside cabinets, overbed tables, relax –and recliner chairs, etc...) pallets and additional packaging materials to guarantee a safe transport -and delivery of the goods. The additional costs for less than a Truck / container loads will be invoiced to the Distributor. Should the Distributor refuse the extra packing cost, this has to be mentioned in writing or by email at latest 5 working days after receipt of our order confirmation and with the knowledge that the risk on damages becomes real.

### Sales and marketing

**5.** Haelvoet shall, upon request, support the Distributor in their sales and marketing obligations, including providing the Distributor with documentation and provide necessary technical information and assistance. All documents are available in Dutch, French and English. Pictures and PDF

files will be provided free of charge, printed catalogues and brochures can be purchased at cost price. Translations into any official language of the Distributor is the sole responsibility of the Distributor. Haelvoet NV will provide any necessary Word-documents, pictures and drawings to facilitate these translations.

### Regulations

**6.1.** The Distributor agrees to comply at its own expense with all applicable laws, regulations and orders in force in their Territory. In particular the Distributor agrees to obtain at its own expense any import licence or any permit/approval the Distributor may need in his Territory for the performance of the obligations under these General terms and conditions of sale.

**6.2.** Haelvoet NV is subject to CE and Belgian laws and will at its own expense obtain any permit licence or any permit/approval necessary in order to comply with these laws and regulations. The Distributor agrees it will not knowingly direct or indirect engage in any acts which would constitute a violation of such laws or regulations.

**6.3.** If regulations applicable in the Territory require any other registration, either based upon the CE Directive on Medical Devices or any other law, the Distributor will apply for such a registration at its own expense. Haelvoet NV will use its best efforts to support the preparation of the application.

**6.4.** The Distributor will inform Haelvoet NV of all statutes, regulations and standards relating to safety in general applicable to the products in their Territory, as well as of any modifications thereof during the term of Agreement.

**6.5.** The Distributor will maintain records of products shipped to customers.

### Delivery

**7.** Delivery takes place at the place agreed upon with the Distributor. The products are delivered under the FCA principle according to the Incoterms ICC 2010 unless otherwise agreed upon prior delivery. Delivery terms given in the offer are indicative, any deviation thereof shall not give cause for the termination of the agreement or contract, nor for a price reduction or for any other form of compensation. In case of a force majeure or other circumstances of such nature that Haelvoet NV cannot be required in reasonableness to perform delivery or contract, the parties shall determine by mutual agreement a new delivery date acceptable to both parties. When the Territory of the Distributor is outside the EU, the Distributor takes the responsibility to make sure that all relevant documents such as EX1 documents shall be sent back to Haelvoet NV in order to allow Haelvoet NV to prove that its goods left the European Union. If these documents are not returned within 2 months after transport/shipping date, Haelvoet NV shall be entitled to invoice the Belgian VAT to the Distributor.

### Invoicing, terms of payment and interests

**8.1.** All complaints concerning our invoices have to be made in writing at the registered office of Haelvoet NV within eight (8) days following the date of the invoice. The invoices shall be deemed accepted if no written complaint was made and received within the said term. *(continue reading on next page)*



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**8.2.** 25% of the invoice has to be paid at the placement of the order, 75% of the invoice has to be paid at latest 2 weeks before shipment/transport of the goods from Haelvoet NV unless the Distributor has a guaranteed credit line approved by the National Delcredere Dienst (The Belgian Export Credit Agency), that covers the amount of the shipment/transport. In this case the complete invoice is payable within 30 days after the date of the invoice.

**8.3.** In conformity with the Belgian law of the 2nd of August 2002 on combating late payment in commercial transactions, an interest for late payment shall be based upon the interest rate laid down in article 5 of the said law and shall be payable as from the day following the date the sum was due, and all this, without any prior notice being required.

**8.4.** A financial compensation for all administrative costs and recovery costs caused by the late payment will also be due. This compensation shall be equal to 3% of the sum due with a minimum amount of one-hundred euros.

**8.5.** Haelvoet NV is entitled to compensate its own sums due with sums due by the Distributor.

### Reserve of Property

**9.** Haelvoet NV remains the sole owner of the goods delivered until full payment of the price, including VAT, all related sums due and interests for late payment by the Distributor. Until this moment, the Distributor cannot transfer the goods to any third party regardless of the legal form of such transfer, nor pledge or modify the goods in any manner. The risk of loss or damage is transferred to the other party.

### Product liability, defects, delay, warranty

**10.** All complaints and remarks concerning the goods delivered have to be made and received in writing at the registered office of Haelvoet NV within 48 hours after delivery. The goods shall be deemed accepted if no written and signed complaint was made within the said term. A warranty for all defects in workmanship is only valid according to our warranty terms. If the complaint is valid, Haelvoet NV will sent the repair parts to the Distributor. The replacement of these parts is at cost of the Distributor, unless otherwise agreed. Replacement parts which are not manufactured by Haelvoet NV such as control boxes, hand controls, ACP, actuators, gas springs, actuators,... shall be invoiced first to the Distributor. After receiving the damaged parts back in their original shape and having determined that the warranty terms are fulfilled, Haelvoet NV shall send a credit note to the Distributor. All costs related to the shipment/transport of these replacement parts will be invoiced to the Distributor.

### International warranty

**11.** The warranty of the products specified on the invoice to the Distributor, covers defects in material and faulty workmanship existing at the time of delivery coming into existence during the warranty period. The warranty is valid as specified in the offer and contract as from the date of delivery. Haelvoet NV undertakes to remedy established defects in material or faulty workmanship existing at the time of delivery or existing during the warranty period. Haelvoet NV will provide the necessary replacement parts free of charge, costs for replacement of these parts are at cost of the Distributor. Haelvoet NV or the designated repair responsible

shall determine, in its sole discretion, the remedying actions to be taken. This warranty does not cover equipment/parts or other installation work that is or was not assembled/installed by Haelvoet NV. Furthermore, this warranty does not cover additional costs due to equipment/parts or other installation work which are assembled/installed by someone else than Haelvoet NV. The warranty does not apply to the extent Haelvoet NV can demonstrate that it is likely that the defect in material or faulty workmanship, for which the warranty is invoked, results from:

- The owner failing to comply with the Haelvoet NV's applicable manuals and other available information or documentation.
- The product being used in a manner other than that which is normal or having being rebuilt or modified or were the product has not been mounted or assembled in accordance with Haelvoet NV's valid instruction.
- The product having been overloaded
- The product having been subject to misuse
- The product not having been operated in accordance with Haelvoet NV's valid instructions, e.g. that the stipulated service and/or maintenance has not been carried out at correct time or intervals.
- Service or repair work (including adjustments of software) having been performed by a workshop other than one authorized by Haelvoet NV
- The use of parts other than genuine Haelvoet NV parts
- The defect/fault having become aggravated due to the failure by the owner to take immediate and appropriate action after such time as the defect/fault became known or should have become known to the owner

The following items are not, in this context, regarded as defects:

- Normal wear and tear
- Repair or adjustments, which constitute normal maintenance
- Normal use of consumable parts

Haelvoet NV makes no representations or warranties other than those expressly set forth above. Consequently, except for as provided in this warranty certificate Haelvoet NV disclaims any liability for direct and indirect losses, costs or damage which may result from defects in material or fault workmanship. The obligation to check the quality of the goods delivered rests with the Distributor. If the Distributor does not complain about the goods delivered within 48 hours of receipt of the goods delivered, the quantities listed on the waybill, delivery notes, invoices or similar documents will be deemed as correct.

### Intellectual Property Rights

**12.** Haelvoet NV remains the sole and only owner of all existing and futur intellectual property rights on the goods delivered. The Distributor engages itself not to infringe Haelvoet NV's intellectual property and to inform Haelvoet NV immediately, if these rights have been infringed. The Distributor acknowledges not copying any Haelvoet NV's products. In case the Distributor violates the intellectual property, copyrights and patents, the Distributor shall pay Haelvoet NV a lump compensation of Euro 10.000- per produced and sold product, without prejudice to the right of Haelvoet NV to terminate the agreement immediately and without any notice or compensation.