

Dear Customer,

Firstly we'd like to thank you for the interest you've shown in our company. We are therefore pleased to add you to our customer portfolio.

In order to streamline our cooperation with you we have attached a copy of our "general conditions" relating to your registration with us as a customer and the ordering, payment and delivery of goods.

For each order you place we will send you an "order confirmation". **This must be signed, stamped and re-emailed to us as your confirmation of the transaction before we send the goods.**

You may pay by a T/T swift irrevocable on behalf of "European Technical Trading bvba ". Our bank details are: **Belfius Bank NV, Kortrijksesteenweg 1072, 9051 Gent (St-Denijs-Westrem) Belgium. Euro, USD and GBP Account IBAN: BE02 0689 0701 9240 SWIFTCODE/BIC: GKCCBEBB.**

The delivery occurs in cooperation with the customer by air or ground transportation. We prefer delivering to a warehouse with whom we do business near your address. The goods can be picked up there, after we have certainty of payment. If delivery in a warehouse is really impossible for you, we can deliver at your address after we have certainty of payment. Please arrange that there is a company stamp available in order to sign/stamp the transport documents. The person picking up the goods must sign the transport documents with date, name, signature and company stamp. If there is, by exception, no company stamp available we ask for a copy of the identification of the person picking up the goods.

#### COMPANY DETAILS

TO REGISTER FOR A TRADE ACCOUNT PLEASE COMPLETE AND RETURN THIS FORM TO [info@ett.be](mailto:info@ett.be) or fax to +32 9 371 99 00

#### PLEASE SEND THE FOLLOWING INFORMATION WITH YOUR APPLICATION

- Copy of VAT Certificate,
- Certificate of Incorporation
- Copy Passport/ID of company director
- Bank reference

(please note no credit accounts will be considered without the above information)

<b>Company Name</b>			
<b>Directors Name</b>			
<b>Contact Tel</b>			
<b>Directors Email</b>		<b>Company Website</b>	

<b>Invoice Address</b>	<b>Registered Address</b>	<b>Delivery Address</b>

<b>Authorized carriers/transport operators to receive/accept and sign the delivered goods</b>

<b>Purchase Ledger Contact Names</b>	<b>Purchase Ledger Contact Email/Skype/Tel/Mob</b>

<b>Company Registration Number</b>	<b>VAT Registration Number</b>	<b>Invoice Currency</b>
		EUR <input type="checkbox"/> GBP <input type="checkbox"/> USD <input type="checkbox"/>

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1: CONSUMER SALE:**

**1.1.** In the event that the buyer is a consumer in the sense of article 1.1.2° of the Belgian Code of Economic Law or article 2.1 of the European Directive 2011/83/EU, the consumer may in the case of distance sales inform ETT that he decides not to proceed with the sale, without payment of a fine and without stating a reason, within 14 calendar days starting from the day after the delivery of the goods. The goods shall be returned by the consumer in accordance with the provisions of article 6.2 of the General Terms and Conditions. The above-mentioned right of withdrawal shall not apply to goods: which were made by ETT in accordance with the consumer's specifications, which cannot be returned due to the nature of the goods, which are liable to deteriorate or expire rapidly, of which the price is dependent on fluctuations in the financial market which cannot be controlled by the company or of which the consumer broke the seals.

**1.2.** In the event that the buyer is a consumer in the sense of article 1.1.2° of the Belgian Code of Economic Law and/or article 1649bis of the Belgian Civil Code and article 2.1 of the European Directive 2011/83/EU, these general terms and conditions shall apply with the exception of the following articles: 4, 6.2, 6.4, 12,1.

**ARTICLE 2: APPLICABLE TERMS AND CONDITIONS:** These general terms and conditions apply to any quotation or offer made by ETT as well as to any agreement between ETT and the buyer. By placing an order, the buyer confirms to have taken cognizance of these general terms and conditions in a language he understands and to accept these general terms and conditions entirely, without any reservation. The fact that ETT did not explicitly object to the buyer's general terms and conditions or other specifications on the buyer's documents or made no reservation with respect hereto upon the acceptance of the order (or several orders) does not affect the preceding and the application of these general terms and conditions.

### **ARTICLE 3: REALIZATION OF THE AGREEMENT:**

**3.1.** The sale is realized at the moment the buyer receives from ETT a confirmation of the order.

**3.2.** Any quotation/offer may be withdrawn by ETT until the acceptance by the buyer.

**3.3.** With respect to the correctness, up-to-dateness or completeness of the information provided, ETT is only bound by an obligation of means. ETT shall not be liable in case of material errors or printing errors.

**3.4** The buyer may only cancel an order in writing and the cancellation is only valid after written acceptance by ETT (except as mentioned in article 1.1 in the case of distance sales to a consumer). In the event of the full or partial cancellation, the buyer shall pay lump-sum damages amounting to 15% of the order, without prejudice to ETT's right to claim higher damages in case more damage was actually caused. The buyer shall accept a loss of profit of 0,75% per day of the value of the goods ordered. Advances paid shall be withheld and set off by ETT with the above-mentioned damages due.

**ARTICLE 4: DELIVERY PERIODS:** The delivery periods specified in any way by ETT are only indicative and therefore not binding.

### **ARTICLE 5: DELIVERY:**

**5.1.** Unless agreed to the contrary in writing between parties, the delivery is DDP. ETT's liability is limited to the amount payable under the insurance policy entered into by ETT. **5.2.** The

customer covenants and agrees to accept the goods on the agreed delivery date. If the goods are not accepted in due time by the customer, ETT may consider the agreement terminated without further notice or default or any other notice and without prior authorization, and sell the goods. In that case the customer shall pay lump-sum damages amounting to 15% of the order, without prejudice to ETT's right to claim higher damages in case more damage was actually caused. The buyer shall accept a loss of profit of 0,75% per day of the value of the goods ordered.

### **ARTICLE 6: INSPECTION, CONFORMITY AND GUARANTEE:**

**6.1.** Any complaint with respect to the conformity of the goods is only admissible if it is mentioned in the survey report prepared upon the delivery of the goods or on the receipt of the carrier.

**6.2.** ETT shall be informed of any hidden defects by registered letter within five days after the discovery. In any case and without prejudice to more severe provisions of the manufacturer and/or importer, the guarantee period is limited to one year after delivery. The guarantee provided by ETT is always limited to the guarantee offered by ETT's supplier, the manufacturer and/or importer. The buyer shall fulfil all formalities with respect hereto. In the event a defect is ascertained, the buyer shall ask ETT an RMA number. The RMA number must be mentioned clearly when the goods are returned, in the original packaging, together with a copy of the sales invoice issued by ETT. All transport expenses in the context of the guarantee shall be paid by the buyer. When afterwards the buyer is offered adequate goods (repaired or replaced), the buyer may not demand the rescission of the sale or claim damages. CPUs as well as goods subject to wear and tear are not covered by the guarantee. The value of the guarantee commitment shall not exceed the value of the sale and the agreement.

**6.3.** ETT shall not be bound to give indemnity if the buyer transformed or changed the goods or had them repaired without ETT's prior written consent or in case of the abnormal or improper use of the goods by the buyer or the lack of maintenance according to the instructions of the supplier.

**6.4.** In case ETT is obliged to give indemnity, ETT may at its own discretion replace these items free of charge (after which the replaced items become ETT's property) or repair them or grant a discount.

**ARTICLE 7: LIABILITY:** ETT is only liable for any damage directly resulting from a proven error and not for any indirect damage or any damage resulting from liability towards third parties. The liability of ETT is in any case limited to the price of the order.

### **ARTICLE 8: PRICE:**

**8.1.** The price of the goods is the price specified in the order confirmation.

**8.2.** In case of a price increase between the date of the order and the date of the delivery as a result of a change in the exchange rate or a change in taxes or duties on the goods, ETT may pass on these amounts to the customer, without granting the buyer the right to claim the rescission of the sale.

### **ARTICLE 9: PAYMENT:**

**9.1.** Orders shall be paid immediately at the moment of the realization of the agreement in accordance with article 3.1 of these general terms and conditions. The payment shall be settled through SWIFT and in the currency mentioned on the order confirmation or on the invoice. Each party shall bear its own bank costs.

9.2. In case of non-payment or late payment, ETT may terminate the agreement immediately without prior notice of default or any other notice and without any prior court authorization, and sell the goods. In that case, the customer shall pay lump-sum damages of 15% of the order, without prejudice to the right of ETT to claim higher damages in case more damage was actually caused.

9.3. If ETT prefers not to terminate the agreement immediately as described above, the buyer shall pay ETT, by operation of law and without any further notice as from the due date, a late payment interest amounting to 0.75% per day of the unpaid amount in view of the specific trading activity, without prejudice to ETT's right to claim higher damages in case more damage was actually caused. Also a delay in the payment shall by operation of law and without any further notice result in damages amounting to 15% of the invoice, without prejudice to ETT's right to claim higher damages in case more damage was actually caused.

9.4. On pain of nullity, ETT shall be informed of any disputes concerning the invoice within 5 days from the date of the invoice.

**ARTICLE 10: TRANSFER OF OWNERSHIP AND RISK:**

10.1. The goods delivered remain ETT's full property until the buyer has complied with his obligation to compensate ETT (including the price, costs, interest and damages).

10.2. The risk of damage, loss, theft or destruction of the goods shall be transferred in full to the buyer from the date of the delivery.

10.3. Until the ownership of the goods is actually transferred to the buyer in accordance with these general terms and conditions, the buyer may not dispose of the goods in any way.

**ARTICLE 11: FORCE MAJEURE:**

11.1. ETT is by operation of law exempted from the obligation to comply with the agreement in case of business interruptions, strikes, force majeure, coincidence and/or government measures.

11.2. In that case ETT may either terminate the agreement without damages by operation of law or extend the delivery period and/or execution with a period equal to the period of the suspension.

**ARTICLE 12: DISPUTES:**

12.1. Any dispute arising between parties shall be settled exclusively by the commercial courts Ghent, division Ghent, without prejudice to ETT's right to elect the court having territorial jurisdiction under common law.

12.2. All agreements between parties shall be exclusively governed by Belgian law. The application of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 is explicitly excluded.

**ARTICLE 13: IDENTITY OF THE COMPANY:** European Technical Trading bvba. Booiebos 24, B-9031 Drogen. Telephone: +32 (0)9 371 99 99. Fax: +32 (0)9 371 99 90. E-mail: [info@ett.be](mailto:info@ett.be). Register of Legal Entities Ghent. Crossroads Bank for Enterprises: 0677.702.574 VAT: BTW BE0677.702.574 Website: [www.ett.be](http://www.ett.be)

**ACCEPTANCE OF TERMS**

Hereby, I, the managing director, declare that I have completed this form to my full knowledge.

Please sign and stamp for approval

Signature \_\_\_\_\_

Position in Company \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_