

Terms of Sale and Delivery

1. Notwithstanding the applicability of any details which take precedence over these general conditions, all sales will occur and any benefits made under the following terms. These have priority of right to the terms of purchase of the customer. The possible invalidity of one or more clauses of these terms does not affect the applicability of other clauses.
2. The offers made by us or on our behalf, are only valid for one month from the date of the offer, subject to different circumstances.
3. Our prices are exclusive of VAT, taxes, packaging, displacement and transport costs, unless otherwise stated
4. The specified completion or delivery times are only indicative. Exceeding the planned completion or delivery times cannot under any circumstances, except in cases of intent or gross negligence in respect of the seller, entail the termination of the sales agreement. Any delay in the execution of which the vendor might come to learn, but as soon as possible will be notified of the buyer. Changes in the order, automatically means that the projected delivery time has expired.
5. Any costs of accepting the goods are always borne by the buyer. The goods shipped by any mode of transport too, always travel at risk and responsibility of the purchaser, even if we vouch for the delivery with our own means and at own expense.
6. Complaints concerning visible defects must be notified in writing by the buyer within three business days after delivery. Defective goods can be returned only after written agreement by the seller and always travel at the expense and risk of the buyer.
Complaints for hidden defects must be formulated in writing clearly stating the defects. The parties agree that the short term referred to in Article 1648 Civil Code or other applicable statutory provisions, determined at 6 months from the date of delivery.
The liability of the seller for latent defects is limited to the legal guarantee provided that the latent defect existed at the time of delivery and where the lack makes the goods unsuitable for its intended use or its diminishes use significantly.
7. The invoices are payable at the headquarters of the seller, 30 days after the invoice date, unless other payment terms on the front of the invoice is specified. In case of non-payment on the due date an interest of 12% per annum shall automatically and without notice be owned on the invoiced amount. The interest payable by the purchaser will also be capitalized annually, after prior written notice to do so. The invoiced amount is then also automatically and without notice, increase with a percentage of 15% by way of fixed compensation, regardless of actual damage and without this sum being less than 25 Euro. The non-payment of an invoice brings with it the immediate maturity of all outstanding invoices, even those not due, without taking into account previously authorized payment conditions. The unconditional payment of a portion of the invoiced amount shall constitute acceptance of the invoice. Partial payments are accepted under any reservations and without any negative acknowledgment. They are attributed to any legal costs incurred, then the interest due, then the fixed compensation and finally to the principal sum.
8. Payments to intermediaries are binding only insofar as they are transferred to the seller .
9. When the seller, because of force majeure, is impossible to execute the agreement, even if the force majeure does not lead to a lasting and/or absolute inability to execution, the seller has the right to cancel the contract by simple written notification to the purchaser of the

reason that prevents the implementation of the contract. The seller will not owe any compensation to the buyer. Cases of force majeure: natural conditions, strike or lockout, fire, flood, confiscation, embargo, shortage of transport, general shortage of commodities or products, reducing energy consumption and this independently of whether the force majeure occurs with the seller or one of its suppliers.

10. The goods delivered to the buyer, even when used remain said property of the seller until the time of payment of their price. The buyer undertakes neither to sell goods to third parties nor removal or use as collateral as long as they remain the property of the seller. In case of non-compliance with this prohibition, a penalty of 20% of the sale will have to be paid to the seller. If the merchandise is still sold, then the right is transferred to the resulting selling price instead of the delivered goods. The buyer bears from the time of the conclusion of the contract the risk of damage, destruction or disappearance.
11. The agreement is executed at the registered office of the seller. The Belgian law applies. The parties expressly agree that the provisions contained in the Vienna Sales Convention of April 11, 1980 on international sales does not apply to their present and future relationships. All disputes will be the exclusive jurisdiction of the courts of the seller, unless the claimant prefers pursuant to article 624. Wb. Competent courts.
12. In the case of debate, the Dutch document is brought to court.

Warranty

Hardware requirements :

1. The warranty is only valid if the device is used according to the instructions in the manual
2. There is only a warranty on items listed on the shipping receipt
3. The shipping receipt serves as warranty, here all the serial numbers and the valid warranty period is mentioned
4. The date shown on the shipping receipt is the valid start date of the warranty
5. The buyer will deliver the goods at their own expense and responsibility to an authorized dealer or service center
6. This warranty does not cover:
 - Any defect caused by abuse
 - Any defect due to repairs, modifications, cleaning, etc performed by a serviced centre that was not authorized by BRICON
 - Any defect resulting from a fall, shock, etc. after purchase of the product
 - Any defect caused by a natural disaster, water, lightning or irregular voltage supply
7. If the accompanying bill of goods of the customer has not been met within the normal time limit as provided in the agreed conditions of sale, the company BRICON NV retains the right to suspend the warranty until the implementation of this payment.
8. If the seals are broken the warranty is void

Software conditions :

- 1 . In case there is a problem in the software new software will be made available to the buyer for free at an authorized distributor
2. If it is determined that there was an attempt at manipulation was undertaken all warranties and support of the products is void.