# **General Conditions of Sale**

## PRICE

Luxonov reserves the right to change its prices without notice.

## ORDER

In order to engage our firm, all orders must be confirmed in our offices. Any delay in delivery shall in no case lead to the cancellation of the order and does not give rise to damages. We take all our arrangements to ensure the timely delivery and we accept no late fee.

## TRANSPORTATION

Products always travel at the risk of the buyer, even if transport costs are borne by the seller. In case of damage, missing or delayed due to transport, the buyer has only recourse against the transporter. No appeal will be accepted unless prior written agreement with a responsible of the company. The seller will refuse any free return and without the original packaging.

## PAYMENT

Unless otherwise stated on the invoice, it is payable in cash or by bank transfer in advance or on delivery by check upon delivery. The seller reserves the right to espouse his bills to a third party without the buyer's opposition. In this case, the buyer will be released upon payment to the third party specified in the body of the invoice.

## PENAL CLAUSE

Any invoice not paid when due, will be automatically and without notice added of the statutory interest of 15% per annum and a lump sum equivalent to 15% of the invoice amount with a minimum of 75  $\in$ . The non-payment of one bill by the due date made automatically and without notice payable the balance due on all other invoices, even if not overdue.

# WARRANTY

The warranty is limited to those listed on the warranty certificate accompanying the equipment unless misuse, manipulation or carelessness on the part of the buyer. The warranty does not cover normal wear of sold appliances or equipment. Our guarantee is limited to the free repair or replacement of defective equipment or appliances, to the exclusion of any damages, direct or indirect. Any complaint seeking to obtain full or partial execution, direct or indirect of this guarantee shall be received by the seller in writing within eight days of receipt of the goods subject to foreclosure. The finding, even contradictory, of a defect, does not allow the buyer to withhold all or part of the sale price. We disclaim any responsibility for accidents occurring during installation or handling equipment. These can only occur as a result of incorrect installation or failure to follow instructions accompanying the equipment.

# **RETENTION OF TITLE**

The delivered goods remain property of seller until full payment. The risks are borne by the buyers. The sums paid may be retained as damages and interest. In case of resale of goods, even transformed, the buyer gives, from now on, to the seller, all amounts due arising from their resale. When paying by check or draft, the transfer of ownership will occur upon receipt of their final amounts.

# VOID

The invalidity of any provision of these Terms will not void the remaining provisions.

#### JURISDICTION

In case of dispute, the courts of Liege have exclusive jurisdiction. In case of export and dispute, the Courts of Liège or the Courts of the home buyer subject to the vendor choice, shall have exclusive jurisdiction.

# **CREDIT BUYER**

When the buyer's credit deteriorates, we reserve the right, even after partial fulfillment of the contract, to require the buyer guarantees that we consider appropriate for the proper implementation of commitments. The refusal to comply entitles us to cancel all or part of the deal.

