



Scientific Instruments

General Conditions

Article 1 Scope

- 1.1. These General Conditions apply both on the sale of devices and on the provision of services by PEIRA bvba (hereinafter: "PEIRA"). By executing the agreement with PEIRA (the "Agreement"), the customer declares that he acknowledges and agrees to these General Conditions.
- 1.2. The General Conditions of PEIRA supersede all deviating general conditions of the customer, even if these would be notified and communicated subsequently. Deviations from these General Conditions shall be valid only if they have expressly and in writing been agreed upon by the customer and by PEIRA.

Article 2 Offers and acceptance

- 2.1. Offers or indications of price from PEIRA shall not commit PEIRA, and shall remain applicable for thirty days, unless indicated otherwise in writing by PEIRA.
- 2.2. A single or simultaneous indication of price for different items shall not oblige PEIRA to deliver or perform a part of such order in consideration of the corresponding part of the indicated price.
- 2.3. Offers or proposals shall not be automatically valid for future orders.
- 2.4. The Agreement shall only become valid after confirmation in writing by PEIRA.
- 2.5. Orders which have been entered by a representative, agent or employee of PEIRA shall be valid only upon confirmation in writing by a person duly authorized to bind PEIRA in this respect.

Article 3 Refusal and annulation

- 3.1. PEIRA shall have the right to refuse or annul any order, even after it has been accepted, if such order would violate the law or public policy or in case the customer does not comply with earlier agreements.
- 3.2. Any full or partial annulment of an order by the customer after confirmation must be done in writing and shall be valid only in case of acceptance in writing by PEIRA. In the event of annulment, the customer shall pay a lump sum indemnity of 10 % of the price of the order, in respect of the fixed and variable costs as well as possible profits lost.

Article 4 Description of devices to be delivered

- 4.1. Devices shall be delivered in accordance with the order form or as indicated on the front side of the invoice.

Article 5 Price

- 5.1. The price shall be the price as indicated in the order form, unless it would be necessary for PEIRA to adapt such price in view of the evolution of its fixed and/or variable costs as a result of structural changes (resources, salaries, energy...). PEIRA shall keep the customer informed in writing. Modifications of prices and tariffs up to 10% shall be considered to be accepted tacitly and need not be notified; in this case, the new price shall apply as indicated on the front side of the invoice.
- 5.2. Possible price modifications shall be applied in conformity with the applicable provisions of law.
- 5.3. All prices are exclusive of VAT unless expressly otherwise provided.
- 5.4. In case it would be necessary for PEIRA, as a result of late delivery or lack of delivery of complete, useful and clear information/materials or as a result of a modified or incorrect order, to perform additional or different services or deliveries, these shall be invoiced separately and on the basis of the fees applied by PEIRA.
- 5.5. Prices are exclusive of delivery, transportation and insurance costs.

Article 6 Delivery – transfer of risk – installation

- 6.1. The delivery dates provided by PEIRA are indicative only and not binding, unless this would be expressly and in writing agreed upon between the customer and PEIRA. Late deliveries shall not give rise to annulment of the order or damages, unless this has been expressly otherwise agreed upon in writing. In case it would, for a cause beyond its control, become definitively impossible for PEIRA to perform an order which had already been accepted, PEIRA may dissolve the contract through a simple notice to the customer, without any damages being due.
- 6.2. Devices shall be considered to have been delivered at the moment when they are available at PEIRA's premises for pick-up by the customer, or, in the event PEIRA would be responsible for delivery to the client, as of the moment when the devices are in a closed space, or on the premises or building of the customer, regardless of whether they have been unloaded. As of that moment, the risk shall be transferred to the customer.
- 6.3. In case parties would agree that PEIRA shall be responsible for the installation, the customer must inform PEIRA, in writing and with indication of the date, at the latest fourteen days prior to the installation date, of all installation and disassembly information. The customer shall make sure that the place of installation is equipped with all that is required for the installation, as may be specified in the Agreement.

Article 7 Inspection

- 7.1. The customer must immediately accept delivery of the devices and inspect these. In case there are visible defects or the delivery would not be in conformity with the requested orders, the customer must indicate so at the moment of delivery. Complaints which are made after 7 days have passed following delivery shall not be accepted.
- 7.2. Hidden defects can only give rise to compensation in case they have been speedily identified. The customer must inform PEIRA in writing of such hidden defects within seven days. Under no circumstances may devices be sent back to PEIRA without its written approval.

Article 8 Guarantee – repairs

- 8.1. PEIRA shall provide a guarantee of one year on devices it delivers. This guarantee is limited to a free of charge reparation or replacement of faulty devices. Reparation or replacement will not initiate a new one year guarantee.
- 8.2. The guarantee shall be forfeited in case:
 - the devices which are covered by the guarantee are not used in accordance with their intended purpose, or are or have been used inappropriately, for example without taking into account the directions for proper use
 - modifications or repairs have been done without obtaining PEIRA's written approval
 - the defect is the result of a willful error or gross negligence.
- 8.3. The repair of damages caused by a faulty sending back of devices by the customer shall always be invoiced, regardless of whether or not the devices are still covered by a guarantee.
- 8.4. PEIRA shall provide the customer with a repair number which is always to be indicated when the customer sends back devices for repair. No devices which are sent back shall be accepted unless there is a repair number.
- 8.5. The customer must describe the defect clearly. If the customer fails to do so, PEIRA may return the defective devices as they were to the customer, who shall be liable for the costs of transportation. Devices sent back to PEIRA should be sent in the original packaging, or, if there is no original packaging, in an appropriate packaging.
- 8.6. PEIRA shall notify the customer as soon as the devices are repaired. The customer shall pick up the devices within three months following such notification; failure to do so shall result in the devices becoming the property of PEIRA.
- 8.7. When devices are sent back for repair, and it subsequently appears that the devices were not defective, or were not purchased from PEIRA, a lump sum amount of 75 EUR per device shall be payable to PEIRA.
- 8.8. PEIRA shall not be liable for any special, incidental, indirect or consequential damages (including but not limited to profits lost, interruptions of business activities or operations, or other monetary losses) which result from the use or from the impossibility to use the devices, except to the extent such liability is imposed by mandatory law.
- 8.9. To the extent it is permitted by law to exclude or limit such liability, it shall be limited to an amount of 1.000 EUR per occurrence, with an aggregate maximum of 5.000 EUR.

Article 9 Transfer of ownership

- 9.1. The devices which are delivered remain the property of PEIRA until full payment of capital, costs and interests.
- 9.2. Deliveries are at the risk of the customer, who must contract insurance against possible damages.
- 9.3. The customer shall notify PEIRA in case the devices are placed in a space which is rented and shall if need be make known the identity and address of the landlord.

Article 10 Payment

- 10.1. With each order, the advance which has been agreed upon must be paid.
- 10.2. Unless otherwise provided on the invoice, prices are payable in cash.
- 10.3. In case of late payment, PEIRA shall by force of law and without prior notice be entitled to late interests accruing at 1% per month of the total invoice amount, unless the legal interest rates are higher, in which case these shall apply, as well as a lump

sum indemnity of 10 % of the unpaid amount, for extra-judicial recovery costs, and with a minimum of 125 EUR.

- 10.4. Failure to pay on the due date in respect of a single invoice shall entail that the amounts in respect of all other invoices shall become immediately due and payable, even for invoices which otherwise would not be due yet.
- 10.5. PEIRA reserves the right to temporarily suspend deliveries, services and/or performance, until such date as it receives payments due, without PEIRA being liable for damages which directly or indirectly result from such suspension.

Article 11 Collateral

- 11.1. PEIRA reserves the right to demand appropriate collateral from the customer in case PEIRA's confidence in the solvency of the customer is shaken as a result of acts of judicial execution against the customer and/or other identifiable events which breach PEIRA's confidence in the proper performance by the customer of its obligations.
- 11.2. In case the customer would refuse to provide such collateral, PEIRA reserves the right to annul the entire order or part of it, even if all or part of the devices had already been sent. In this case, the amount provided in article 3.2 shall be due as an indemnity.

Article 12 Duration and termination

- 12.1. The Agreement shall be terminated upon delivery of the devices, unless parties have agreed that PEIRA shall provide services. In that case, the Agreement shall be valid for a minimum of 1 year, and shall be tacitly renewed for 1 year, unless otherwise agreed. After the minimum period has lapsed, the Agreement may be terminated at any time in writing and taking into account a notice period of two months.
- 12.2. If the customer terminates the Agreement prior to delivery or without taking into account the two month notice period, a lump sum indemnity of 10% of the price of the order shall be payable.
- 12.3. PEIRA may terminate the Agreement immediately and without notice if the customer does not comply, or does not comply fully or appropriately with its contractual obligations. The customer shall in that case pay the indemnity provided in Article 12.2 as well as the expenses incurred for performance of services or deliveries until that date.
- 12.4. PEIRA has the right to terminate the Agreement immediately, without notice or judicial intervention, in case the customer has been declared bankrupt, has requested or obtained a stay of payment or has in any way lost the free control over its assets. The customer shall in this case not be entitled to any compensation. Devices which had not been fully paid, and have remained the property of PEIRA pursuant to the reservation of property, shall be recovered.

Article 13 Miscellaneous

- 13.1. Only Belgian law shall apply to offers made and Agreements entered into under these General Conditions.
- 13.2. Only the courts of Antwerp shall have competence to hear any disputes which may arise under the Agreement, or which relate directly or indirectly to the Agreement.
- 13.3. All expenses incurred in relation relating to a judicial recovery, including fees, shall be recovered from the customer.