

General Sales Conditions Heynen gmbh Version 2009-V-1-4-00 replaces all previous texts.

These terms are binding for all our sales and offers, unless a written derogatory agreement is made.

- The prices in our quotations and price-lists are free of engagement and only binding as soon as we have accepted the order in writing. The charges, duties and taxes included in the prices are based on the going rates. In case of a modification in rates at the time they are payable, the difference will be settled. We reserve the right to charge price increases, done by the manufacturer or as a direct or an indirect result of government measures or market fluctuations, also after the deal has been closed. If on delivery time the rate of the manufacturer's currency differs more than +/- 1% of the rate at the moment of the quotation, the price will be recalculated over 88% of the total amount.
- Unless agreed otherwise, our quotations are valid for 30 days. The general sales conditions of Heynen gmbh are integral part of all sales agreements of Heynen gmbh. Derogatory and additional terms will only be valid if confirmed in written by Heynen gmbh exclusively for the concerning agreement.
- Unless mentioned otherwise, prices are free domicile. Delivery takes place and the risk passes to the buyer the moment that the bought goods are delivered to the address mentioned, or the place where we have stored the goods on the account of and at risk of the buyer, in case of a refusal to accept delivery.
- We supply manuals in the user's language for goods delivered to consumers (private persons) and for goods covered by the field of application of the machine instructions (= goods with moving parts). Manuals for all other goods or if not specified specifically are supplied in the language of the manufacturer.
- Payment will be made as defined in the quotation: if nothing is mentioned, payment will be within 30 days after invoice date. Any amount payable on due date will pay interest by right. The calculation is done on the basis of the basic interest rate of the European Central Bank (ECB), increased by 6 per cent. In case of non-payment on the due date we reserve the right to increase the amount of the invoice by 10 per cent, with a minimum of 250,00 Euro, by way of total and fixed compensation. We are not obliged to do further deliveries before the due invoices are settled. If the seller's trust in the creditworthiness is shaken by judicial orders against the buyer and/or other provable events, questioning or making impossible the proper implementation of the agreements made, the seller reserves the right to claim proper guarantees from the buyer. If the buyer gives no satisfaction as the occasion arises the seller reserves the right to cancel the entire or partial order; this also counts for goods already sent. The non-payment on the due date of one single invoice makes the outstanding balance of all the other, even not due, invoices legally immediately due on demand. If the buyer fails to implement his agreements, the bargain will be legally undone without proof of default. The expression of the seller's will by registered letter will do here.
- The delivered goods will remain the property of Heynen gmbh until total payment and discharge of all obligations of the sale agreement. As long as the delivered goods haven't been paid for completely, the buyer cannot transfer the property of the delivered goods to a third party, nor give in pledge the delivered goods. If this ban is disregarded the selling price is immediately due on demand. Until the complete payment the seller will store and save the goods this way that depreciation is avoided. The buyer agrees to inform the seller immediately in case of any attachment of goods to his account.
- The stated delivery time will be considered as much as possible, but we are not responsible if the term is not kept. We are never responsible for damage caused by non-delivery, wrong or late delivery, as a result of circumstances beyond one's control. Should we still be held responsible for late deliveries, the customer, if he has suffered a loss, cannot claim damages higher than one half per cent of the amount of the invoice for each full month the delivery time has been passed, up to a maximum of 5%. In case of a late delivery time the customer has no right to cancel the agreement.
- In case of non-observance of the agreement due to force majeure, we have the right, without prejudice to our other rights, to postpone or entirely or partly annul the implementation of the agreement without judicial intervention without being obliged to any compensation or guarantee.
- "Force majeure" means to us anything our supplier does to us as force majeure. Force majeure is: strike, exclusion of employers, war or state of war, domestic riots, disturbance in the company, delayed delivery of materials or important parts, delayed transport over land, in the air or on the water, grant too late or not an official permission etc.
- Complaints about the quantity, the weight and the number of the delivered goods concerning externally visible faults have to be made to us within 5 days after receipt of the goods by the customer. Possible damages to the packaging have to be determined on the receipt or the transportation document of the transporters. In the absence of this, the customer is supposed to have accepted and approved the delivered goods and any guarantee or responsibility towards the concerned complaints will expire immediately.
- We are not responsible for damage other than being covered by our insurers in consideration of the company and product liability insurance. In compliance with the legal regulations concerning product responsibility we are under no circumstances responsible for the damage caused by improper use by the seller, damage as a result of faults caused by natural wear, damage caused as a result of ignoring our written instructions concerning the use of the delivered goods, the construction, the design, the placing or the arrangement of it.
- Our products have a warranty period of 12 months, unless otherwise specified by our supplier. For repairs the warranty period is 3 months. For calibrations there is no warranty. Warranty repairs shall be returned free of charge to the Heynen warehouse facilities in Houthalen, Belgium.
- In case of a dispute only the courts of Luxembourg will be competent.

Supplementary guarantee conditions of Heynen gmbh.

- In most cases, except for the cases where the supplier decides otherwise, the period of guarantee is twelve (12) months after delivery. We guarantee our deliveries insofar as the guarantee is accepted by our manufacturer/supplier. We are under no circumstances responsible for direct or indirect damage being the result of any fault to the delivered goods. A guarantee accepted by us restricts us to repair the fault free of charge as quickly as possible. We are never responsible for faults caused by natural wear or improper use or resulting from our advices concerning the delivered goods, the construction, the design, the placing or the arrangement.
- We guarantee our deliveries insofar as the guarantee is accepted by our manufacturer/supplier. We are under no circumstances responsible for direct or indirect damage resulting from any faults to the delivered goods.
- An accepted guarantee restricts us to repair the fault free of charge as quickly as possible. We are never responsible for faults caused by natural wear or improper use or resulting from our advices concerning the delivered goods, the construction, the design, the placing or the arrangement.
- The performance of the guarantee obligations will always take place in our central repair facilities in Houthalen. The goods have to be sent or brought free domicile and solidly packed.

Supplementary conditions for and after repairs.

- We are under no circumstances responsible for direct or indirect damage resulting from our service or from a supposed late service intervention or owing to certain circumstances a delayed provision of services.
- The reaction time as well as the duration of the service or the repair depends on the agreed forms of service.
- Guarantee on spare parts: for repair the period of guarantee is 3 months on the repair and the spare parts.
- Heynen always takes out insurance for shipments via its forwarding agents. In case of accidental loss or damage we will pay back the amount received from our transportation insurance.

General manufacturing conditions for delivery of software by Heynen gmbh.

Following manufacturing conditions are valid:

- The supplied software has a copyright. If you have paid the royalties you can use this software. This user right applies for an indefinite period of time, provided that you don't break the copyright and follow these rules.
- You are entitled to make copies for back-up purposes. The original and the copies always have to be under your administration.
- You may use this software on the referred devices provided that one person only uses this software at the time. If more than one person is using this software at the time, more licences have to be bought.
- You cannot change, modify or use differently this software.
- The user right of this software is exclusive for the licensee and cannot be transferred to a third party.
- The royalties include the sale of the software holder. Software packages that are part of our offers/deliveries are not sold and stay legitimate property of the licensor.
- In case of updates in the form of function extensions, these can be obtained only against payment.

Restricted guarantee and responsibility for delivery of software by Heynen gmbh.

- The responsibility of Heynen is restricted to the durability of the storage medium on which the software is delivered.
- Heynen doesn't guarantee the total suitability and/or reliability of this software.
- Heynen doesn't guarantee more than the guarantee given by the original manufacturer.
- The licensee accepts the whole risk of the results of this software, as well as the direct or indirect damage resulting from the use of this software.