

## **GENERAL SALES CONDITIONS**

### **1 GENERAL PROVISIONS**

- 1.1 Our legal relationship is governed exclusively by these general conditions, which may be amended only subject to our acceptance in writing. Placement of order implies acceptance of these general conditions.
- 1.2 Where we act jointly with others to supply goods or services, the contract will also be subject to the general conditions of our partners, provided this is explicitly mentioned.
- 1.3 You indemnify us against all third party claims made directly against us in respect of goods or services supplied to you, insofar as such claims relate to issues not defined in these general conditions as being our responsibility.

### **2 QUOTATIONS**

- 2.1 All data shown in our catalogues, documents, price lists, e-mails and websites, such as dimensions, volumes, weights, capacities, working pressure and other technical specifications and prices are subject to amendment, are not binding and may not be considered as a quotation. We decline all responsibility for any printing error(s). Reproduction or duplication of trade documentation, such as price lists, brochures, folders, images, tables or technical data, whether in full or in part, in electronic or any other form is prohibited without our previous written consent.
- 2.2 Quotations will be valid only when confirmed in writing. Even so, they are not binding and may be altered by ourselves in the event of force majeure, exchange rate fluctuations, strikes, lockouts, etc. Our quotations are strictly limited to the elements specified therein.

### **3 REQUEST FOR QUOTATION AND ORDERS**

- 3.1 Orders and amendments must be submitted in writing.  
Contracts are concluded subject to express acceptance of your order.
- 3.2 We are not obliged to examine the content of requests for quotation and/or orders. These are deemed to be correct in terms of the quantity, technical specification and suitability for purpose of the goods or services concerned. Where applicable, such information may form the basis for further classification within the Pressure Equipment Directive (PED 97/23/EC). When ordering, you must draw our attention to any special application-related circumstances, such as damp or dusty locations, acid or saline atmospheres, high or low temperatures, susceptibility to surface contamination or impregnation, as well as shrinkage, oxidation and other harmful consequences.  
Unless stated otherwise in writing, all requests for quotation and orders are deemed to relate to locations where there is no risk of explosion (ATEX 100).
- 3.3 You are bound by the contents of any drawings or models accompanying requests for quotation or orders.

### **4 DELIVERY AND RISK**

- 4.1 Unless otherwise stated, any shipping dates quoted are to be considered as estimates only; we accept no responsibility whatsoever for any failure to ship goods on quoted dates.  
Delivery delays do not entitle customers to any compensation or termination of the contract.
- 4.2 All goods, even those to be installed, are delivered ex-works (EXW) as defined by Incoterms 2000. Unless specified otherwise in writing, it is your responsibility to organize and pay for transport and insurance of the goods. Any contact between ourselves and your carriers, insurers, custom agents etc. is always deemed to have been made in your name and on your behalf, with no obligation or liability on our part. Where we provide transportation, the cost and risk is your responsibility.
- 4.3 Subject to provision of written notification of intention, we are entitled to suspend delivery, or part delivery, and request a payment guarantee to cover the price of goods and/or services already supplied, as well as any goods and/or services yet to be supplied. The cost of providing such guarantees is your responsibility.  
Where the requested payment guarantees are not provided within the period specified, we may terminate the contract and claim compensation.
- 4.4 All installation, operation and user instructions provided by us are confidential, intended for your sole use and may not be communicated to others, either in full or in part. Packaging is not returnable.
- 4.5 Risk passes to you at the time the goods leave our premises, even in the event of part deliveries. The same applies where the goods concerned are to be installed by ourselves, where the cost of delivery is included in the price or where the goods are transported by us.

### **5 RESERVATION OF TITLE**

- 5.1 Ownership of, and title to, the goods agreed for sale will pass to you only after payment in full of the price.
- 5.2 Where there is reason to believe that you will not pay, we are entitled immediately to take back any goods delivered at your expense, and without the need to recourse to law. You irrevocably empower us to enter the premises where such goods may be located.

### **6 PRICE AND PAYMENT**

- 6.1 All our prices are charged net from our warehouses, and exclude the cost of packaging and certificates requested by you. All related costs and taxes are payable by you.  
All prices shown are subject to modification without prior notice to reflect increases in price-related costs, such as those we pay for raw materials, wages or social security contributions.
- 6.2 Where an order is for smaller quantities than shown in your request for quotation, we reserve the right to increase the quoted price accordingly.  
Where goods are produced to your specification, we reserve the right to apply a quantity margin of plus or minus 7%.

- 6.3 Orders valued at less than €250.00 (excluding VAT) will attract a handling charge of €15.00 (excluding VAT). All invoices are payable to our company head office or by direct payment to our bank account, within 30 days of the date of invoice, without discount. Payments will be allocated to the oldest debt or invoice. All overdue payments will attract a penalty ipso jure of 15% of the overdue amount (including VAT), subject to a minimum of €50.00 and interest charged at 1% per month from the date of invoice.
- 6.4.1 Where payment of an invoice is overdue, all payment terms and rebates are cancelled and all unpaid amounts fall immediately.

## **7 NOTIFICATION OF COMPLAINTS**

- 7.1 Any complaint relating to an invoice or order confirmation must be notified within 8 days of receipt of the documents concerned. Goods and services must be inspected for defects and/or omissions immediately upon receipt or provision. Complaints concerning omissions and/or visible defects must be made in writing immediately after receipt or provision of the goods or services concerned. Complaints concerning hidden defects must be notified within 8 days of discovering the hidden defect(s) concerned. Late and/or non-written complaints will forfeit your right to recourse. No complaints will be accepted where the goods supplied have been dismantled, processed, manufactured, fitted, traded, changed or repaired, etc.

## **8 LIABILITY**

- 8.1 Our liability is limited exclusively to fraud or gross failure, even where products or groups of products are recalled due to the presence of hidden defects.
- 8.2 The extent of our liability is limited to the replacement or crediting of the goods concerned, at our discretion. No liability whatsoever will be accepted for any other damage, such as injury, demurrage or damage to other goods or work. Damage not covered by our own insurance or damage which should have been insured against by you as a matter of accepted industry practice is also excluded. It is your responsibility to demonstrate that the goods and/or services in question are not serviceable prior to seeking to invoke our liability.

## **9 TERMINATION**

- 9.1 We refuse to accept any returns without previous agreement in writing. Any returns accepted must be made carriage-paid. Cancellation of order on return of goods supplied is possible only where standard items are returned undamaged in their original packaging, and is subject to payment of a returns charge equivalent to 25% of the total invoice value, with a minimum charge of €12.50. Custom-made or non-standard goods will not be accepted as returns or cancelled.
- 9.2 Where deliveries or part deliveries are not accepted on the due date and/or paid for, or where your creditworthiness is called into question for any reason whatsoever, we are entitled, without recourse to law, to void any sales contract, even where all or part of the goods concerned have been shipped. Under these circumstances, we are entitled to full payment in respect of any quantity not delivered or accepted.
- 9.3 Where events beyond our control make it impossible or unreasonable for us to meet our obligations, we may terminate the contract unilaterally by means of written notification and with no liability to pay compensation.

## **10 LIMITATION PERIODS**

- 10.1 You have 6 months in which to exercise your rights of redress under this contract. Those rights expire on completion of this period.

## **11 APPLICABLE LAW AND JURISDICTION**

- 11.1 Belgian law applies exclusively to all our contracts. The United Nations Treaty of 11 April 1980, concluded at Vienna (CISG), does not apply.
- 11.2 Litigation may, at our discretion, be brought in a court with jurisdiction for one of our establishments or for your establishment.
- 11.3 In the event of litigation, you will be liable for our expenses, including court costs, expert witness fees and legal fees.

## **12 Redelivery of goods**

LMC-Couplings is committed to continuous quality improvement at all levels of our company. To improve the quality process and fulfill the requirements of our ISO 9000:2001 certification, this guideline sets out the procedure governing the return of couplings delivered in error.

1. Contact a member of the LMC-Couplings sales team and explain why the ordered couplings need to be returned. Ask to be transferred to technical support, if necessary.
2. Specify your own order reference and that of LMC, together with the product reference and quantity.
3. You will then be given a quality defect number. This number is used by our system to track the returned shipment on arrival in our warehouse, when making quality checks or when a refund is requested. The quality defect report contains a short summary of the product quality defect.
4. You will be advised on the method to be used for returning the goods. Where LMC-Couplings is responsible for the product defect concerned, a transport company will collect the goods within a specified period.  
Where the customer is responsible for the product defect, a charge will be made equivalent to 10% of the total value of goods returned.

Always enclose a copy of the product defect document with the shipment. Returned goods will not be accepted by our warehouse without this document.

5. Where required, new couplings will be shipped as quickly as possible to minimise any inconvenience. Special request items will be delivered within an acceptable period.
6. Financial compensation may be claimed only where all the preceding steps have been completed correctly and LMC-Couplings approval has been granted.