

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

All agreements between Com8 and its customers are subject to the general terms and conditions of Com8, in so far as these are not superseded by special terms and conditions or agreements.

Com8's general as well as special terms and conditions of sale and delivery are considered as having been accepted by the customer, even if these should contradict his own general or special terms and conditions of purchase. The latter shall not apply, unless Com8 has expressly accepted them in writing. Com8's agreement can never be assumed on the basis that Com8 accepted the commercial agreement by not contesting the provisions that refer to the general or special terms and conditions or to any other similar provisions of the customer.

### **2. QUOTATIONS AND ORDERS**

All quotations and price lists of Com8 are without obligation and are only provided for information purposes, and they are, therefore, never binding to Com8. Prices can change, without prior notification. All prices exclude costs, packaging and taxes. The transport costs are to be borne by the customer.

Com8 only accepts orders by fax and e-mail.

Any order or assignment placed by the customer is binding on the latter, although Com8 will be bound only following written confirmation of the order or the assignment.

### **3. DELIVERY**

Delivery dates are only provided for information purposes and are, therefore, not binding. Delays in delivery will never result in any fines, compensation payments or termination of the agreement.

Com8 reserves the right to perform partial deliveries with immediate billing. The partial delivery of an order cannot justify a refusal to pay the delivered goods.

Com8 cannot be held liable for the non-execution of an order as a result of force majeure, for example, in the event of non-availability of stock, lack of deliveries by the suppliers of Com8, the destruction of goods as a result of accidents, strikes, fire, floods etc. This list is not restrictive. Com8 is not obliged to prove the unforeseeable nature of the event that constitutes the force majeure.

### **4. TRANSFER OF OWNERSHIP AND RISK**

The delivered goods remain the property of Com8 until the principal sum, the costs, the interest, and if applicable, the compensation have been paid in full. The customer cannot avail himself of the delivered goods or materials if Com8 has not received the payments as described in Article 10. More specifically, the customer cannot transfer ownership of the delivered goods to a third party, pawn them or burden them with any surety or preferential rights whatsoever. The customer will notify Com8 if the goods and materials are placed on premises which are rented by the customer, and if this is the case, the customer will divulge the identity and address of the landlord.

Upon penalty of damages, the customer will notify Com8 by registered letter of any sequestration performed by a third party. The customer undertakes to give Com8 the opportunity to regain possession of the goods without prior notification and will bear the costs for the removal of the goods. The name of the third acquiring party must be notified immediately to Com8 by registered letter. Goods are always considered as having been sold, received and accepted in Com8's warehouses. Delivery takes place at the risk of the customer from the moment the goods leave the warehouses, even in the event of a 'carriage paid' delivery. In the event of deliveries to third parties, the customer accepts full liability.

The customer undertakes to collect or to accept the goods, within a maximum of five days from the time he was informed that the goods are ready at his disposal.

### **5. COMPLAINTS**

In the event of damage, incompleteness, error or any other visible defect or non-conformity, the customer is obliged to refuse the goods or to only accept them with written reservations. Any complaint relating to the delivered goods must be notified to Com8 by registered letter within

eight days from receipt, quoting the invoice number or, if not available, the number of the delivery note. Upon expiry of this period, the complaint will become void.

Any complaint relating to Com8 invoices must be notified by registered letter within ten days following receipt. If no complaint is forthcoming, the invoices will be considered as having been accepted unreservedly. A complaint cannot under any circumstances justify any suspension of payment.

## **6. WARRANTY**

Given Com8's role as an intermediary, the warranty relating to the goods delivered by Com8 is restricted to the warranty granted by the manufacturer. Com8 does not, under any circumstances, guarantee that the delivered goods can meet the needs specific to the activity of the user. The warranty only relates to the physical defects of the hardware. At most, Com8's liability is restricted to repairing and / or replacing the defective items and does not include the labour, the travel expenses, nor any compensation for loss of use, which are borne exclusively by the customer. The warranty is granted on the proviso that the delivered software and hardware are used in accordance with the conditions of the offer, or in case of default, in accordance with the normal conditions of use.

Com8 is not, under any circumstances, obliged to pay damages to the customer or to third parties, and this expressly includes compensation for direct or indirect damage (e.g. which has resulted in or which will result in the damage or loss of data recorded by the user), loss of profits, damage to goods or damage to persons, for example, if the goods or materials have been tampered with or modified, if the instructions of Com8 or its representatives have not been fully complied with, if the goods or the materials have been used or handled inappropriately, if the goods or materials were not used in accordance with the purpose for which they were intended, or if the damage is the result of an error or negligence on the part of the customer. Any resale of the delivered goods or materials by the customer cannot increase the liability of Com8. The customer safeguards Com8 against any consequences of the claims that his own customer could make against Com8 and which would exceed the limits of the claims which the customer himself could assert against Com8.

In the event of defective goods, the repair or the exchange will have to take place on the basis of a RMA procedure.

## **7. RETURNS**

Goods can only be returned following prior written confirmation from Com8. More specifically, the customer service of Com8 will allocate a return number (RMA) to the customer. When returning the goods, this return number must be clearly stated on the packaging. Only goods in good condition and in their original packaging can be returned. In order to be valid, any goods returned to Com8 must arrive within maximum 30 days from their date of invoice. In any event, a 'restocking fee' of 7 % of the value of the goods, the minimum amount being € 50,- will be charged.

## **8. LIABILITY OF COM8**

If Com8 were held liable for the non-execution or the erroneous execution of this present agreement, the parties expressly accept that the total of the damages must not exceed an amount equivalent to 10 % of the price of the delivered goods which are the cause of the damages.

## **9. ON-SITE SERVICE CALLS**

In the event of on-site service calls, the customer is responsible for supplying accurate information relating to the nature of the service call requested. If the necessary information is not made available, the support technician appointed by Com8 will carry out a technical analysis beforehand, if he considers this necessary and with the approval of the customer. This analysis is subject to the same on-site terms and conditions. Com8 cannot be held liable for any loss of data.

For on-site support, service calls carried out outside of normal office hours and / or working days will be subject to an extra charge. Working days are all the days of the week with the exception of Saturday and Sunday, national holidays and any floating holidays imposed by Com8. The compulsory floating holidays are laid down every year in January and details can be obtained from Com8.

#### **10. PAYMENT CONDITIONS**

Any order placed by the customer is irrevocable, regardless of the fact whether a deposit was paid or not. The deposit paid by the customer will be deducted from the price of the order.

All invoices are payable upon receipt to head office, in cash, net, and without discount. In the event of any delay or late payment, interest will become payable, by force of law and without proof of default, and this at an annual percentage rate of 10 %, as well as a standard compensation payment equivalent to 20 % of the invoiced amount, and this compensation cannot be less than € 125,-.

Non-payment on the due date of one single invoice, any protest against a bill of exchange (even if this has not been accepted), any application for a certificate of bankruptcy, amicably or legally, any application for a postponement of payment, even if unofficial, or any other fact which gives an indication of the customer's inability to pay, renders the outstanding balance of all the others, even invoices which have not yet fallen due, immediately payable by force of law and without proof of default. Furthermore, in such cases Com8 reserves the right to cancel all deliveries, without proof of default.

In the event of a unilateral termination of the agreement by the customer, he will pay compensation equivalent to at least 30 % of the total price. A higher amount of compensation can be requested if the damages exceed 30 %.

Payment of invoices must never be subject to the installation or the commissioning of the delivered goods.

Com8 reserves the right unilaterally to modify the payment terms if the financial situation of the customer or the state of his earlier payments should warrant it. In addition Com8 is entitled in to change the conditions of delivery or to cancel all current orders.

#### **11. SOLIDARITY**

If, upon the request of the principal, the invoice was issued in the name of a third party, the principal and the third party are jointly and severally liable for honoring the payment and other obligations resulting from the general and special terms and conditions of sale.

#### **12. EXPRESS AVOIDANCE CLAUSE**

The parties expressly agree that the provisions of this present article constitute an express avoidance clause. Without prejudice to its right to compensation, Com8 reserves the right to dissolve or to terminate this contract at any time without warning or compensation, in the event of non-payment on the due date of one single invoice, any protest against a bill of exchange (even if this has not been accepted), any request for a certificate of bankruptcy, either amicably or legally, any request for the postponement of payment, even if unofficial, or any other fact which gives an indication of the customer's inability to pay.

#### **13. VALIDITY CLAUSE**

The invalidity, for any reason whatsoever, of one of the provisions of these terms and condition, does not affect the validity of any of the other clauses.

#### **14. EXCLUSIVE JURISDICTION**

Any dispute relating to the present contract will be settled before the Justice of the Peace of the First Canton of Ghent who has sole competence, and this in the courts of law of the legal conurbation of Ghent which have exclusive jurisdiction. These courts of law are expressly recognized and accepted by the parties as having exclusive jurisdiction. Any dispute between the customer and Com8 will be governed exclusively by Belgian Law.