

GENERAL TERMS OF SALE

1. All quotations and sales of F Care Systems NV will be managed by the conditions below. F Care Systems NV considers these terms as known and accepted by the contractor, whether he is or is not a dealer. Unless specially indicated only a strict application of these terms, not with standing any conflicting terms, mentioned in documents of the contractor. Any exceptions to these general conditions are invalid, unless different terms in advance and in writing by F Care Systems NV have approved. Conflicts with the present conditions prevail. The annulment of an article or clause does not entail the nullity of the set of terms with them.

2. The offers drawn by F Care Systems NV are without engagement, unless otherwise agreed. Any offer may be withdrawn F Care Systems NV to the acceptance of the contractor and automatically expires 20 days after date, unless another indication of the offer period. Each order binds the contractor, but binds F Care Systems SA only after written confirmation.

3. The delivery time is only an indication given by F Care Systems NV and as far as possible fulfilled. Delays in the delivery time by no means, justify the cancellation of the order, breaking the sale, a price reduction or a claim for compensation of any kind.

4. The goods are shipped at the risk and expense of the customer or buyer, unless explicit and by F Care Systems SA offered or accepted deviations.

5. Any cancellation of an order must be in writing and is only available on written acceptance of F Care Systems. In case of cancellation of the order, the contractor for F Care Systems need to pay a fixed compensation of 25% of the purchase price, with a minimum of EUR 125 per cancellation. The contractor will also incurred by F care systems to reimburse costs.

6. In the event of strike, force majeure, accident and / or government regulations, F Care Systems NV is relieved of the obligation to deliver and / or execute. Malfunctions include failure by the supplier of F Care Systems SA, for whatever reason. F Care Systems SA has the choice between breaking the law of the contract without compensation or extending the period of delivery and / or execution of a duration equal to that of the interruption. The breaking of the extension of the deadline will be served by registered mail.

7. The prize is as stated on the quotation. A price increase, beyond the control of the seller, can always be passed. The buyer has the right not later than the delivery date of the sale, to waive payment of a lump sum compensation serving 25% of the agreed price, if the increase exceeds 5%.

8. Any information regarding F Care Systems provides the products offered or sold in good faith under the guidance of their own from the manufacturer, producer and / or vendor has received. F Care Systems NV can not be held liable for incorrect information that they would have received and are notified about the content, quality, quantity and general description of the offered or sold.

9. Any complaints, comments, protests or disputes relating to the goods shall be admissible only if in writing and reported to be registered within 5 days after delivery. After this period of five days, the contract also deemed to have consented to the goods and complaints are not accepted. After commissioning, handling, processing or delivery to third parties of all or part of the delivery, no complaints are accepted by F Care Systems. No return of goods will be accepted without prior authorization. The return must still be made free. If a return that happened F Care Systems NV has agreed not declared yet but the goods are received, this shall always subject to all rights and on behalf of the contractor. The shipment is then F Care Systems NV expense and risk of the purchaser provided and stored.

Any complaint regarding an invoice is only admissible if it is formulated in writing and lodged within 5 days after invoice date. After expiry of this period, the contractor shall be deemed to have accepted this invoice.

10. The contractor must supply the goods immediately and thoroughly checked. Any non-compliance must be reported within 5 days as stipulated in the relevant article. After expiry, this period is finally accepted and indisputable that the delivered goods are in conformity and free of any visible defect.

11. The guarantee given by F Care Systems SA is still limited to products which are presented by the manufacturer, importer. In all cases, and notwithstanding the stringent requirements of the manufacturer and / or importer, the warranty is limited to 12 months after delivery. If a defect is found, the buyer / contractor has to bring back the goods in original packaging and accompanied by the original invoice. Parts that are replaced remain the property of F Care Systems SA, the buyer will co-contractor in case F Care Systems SA in accordance with a later (repaired or replaced) product offering, no termination of the sale may require one or damages. In no case may the value of the guarantee obligation exceed the value of the purchase.

12. All invoices shall be automatically payable immediately upon receipt of the invoice in the office of F Care Systems SA or on its account, unless otherwise stated. This claim is portable. If not paid by the due date, the invoice amount will be increased with a fixed penalty of 15% of the invoice amount with a minimum of EUR 125 per invoice. This amount corresponds to the damage suffered by F Care Systems NV for late payment and the required fee. F Care Systems SA has the right to claim higher damages if they can prove. Moreover, an interest of 15% per year, without any notice is required. Principal, interest and damages are legally claimable, without any formal notification. The cash payment is the essence of any agreement with F Care Systems NV, acting as seller.

13. When a single invoice is not paid when due any balance due of all other invoices, even the non-expired invoices, legally immediately payable.

14. When the buyer fails to contract partner commitment, the sale of right and without notice canceled in the form of damages and interest.

If the confidence of F Care Systems SA in the creditworthiness of the buyer -contracting shaken by legal actions taken against the buyer and / or other demonstrable events that confidence in the proper performance by the buyer contracting commitments into question and / or impossible, F Care Systems SA reserves the right to the entire order or part thereof and to suspend the buyer -contracting to require appropriate guarantees, even if the goods have already been partially or shipped. If the buyer contractor refuses to go F Care Systems SA reserves the right to order the whole or part to cancel, without prejudice to its right to damages and interest.

15. The goods sold remain the property of the seller until full payment was made. In the event of sale the seller retains the option to claim the sum corresponding to the value of the goods sold.

The retention of title is transferred to the resale price. Once the goods are delivered the buyer bears all risks, acts of God, storage and destruction.

The non-payment of amounts due on the due date of the recovery of the property may result.

16. If the buyer to the contractor F Care Systems NV processed or resell goods belonging to himself, he bears from that point on F Care Systems NV on all claims arising from such resale. In case of dispute only the courts of Antwerp or the Peace Court jurisdiction.

In this agreement, Belgian law. All costs related to recovery through the courts, will be charged to the client recovered.