

DIMEXCO GROUP SALES CONDITIONS

0. Applicability

The terms and conditions of sale are applicable to all orders for equipment or any other product placed by the customer with DIMEXCO GROUP. All orders are subject to the terms and conditions of sale described below and to any additional terms and conditions presented with DIMEXCO GROUP's quotation or acknowledgement of order from DIMEXCO GROUP or any other form issued by DIMEXCO GROUP. Any modification of the terms and conditions of sale must be signed by DIMEXCO GROUP to be binding for DIMEXCO GROUP.

1. Quotation and order Acceptance

Only written documents (email or fax) shall be recognized as a contract offer from DIMEXCO GROUP. No other form of communication (verbal or by direct messaging) shall constitute a commitment on the part of DIMEXCO GROUP. All purchase orders are subject to the written acceptance of DIMEXCO GROUP.

2. Delivery

DIMEXCO GROUP's lead time is the time mentioned on the order form issued by DIMEXCO GROUP. Under no circumstances will the client hold DIMEXCO GROUP responsible for a late delivery and will not be able to claim penalties or compensation from DIMEXCO GROUP. In the event that the shipping time is delayed at the client's request, DIMEXCO GROUP will store the equipment at the client's expense and risk. DIMEXCO GROUP will invoice the client for the full amount of the equipment and the storage costs.

3. Order Modification

The client may not change the order in any way without the written consent of DIMEXCO GROUP. Any modification of the terms or objects of the order requested by the client may result in additional costs for the client. Any additional costs charged to the client will be invoiced at DIMEXCO GROUP's standard rate. Changes to the order will only take effect when the new order form is issued by DIMEXCO GROUP. DIMEXCO GROUP considers any oral request to modify an order form to be valid and binding on the client. The client further agrees, following any request made hereunder, to pay all costs associated with such request for service.

4. Price

The goods shall be invoiced at the rate applicable on the day the order is placed. The price stated on a quotation shall only be applicable for the number of days indicated on the pro-forma quotation of DIMEXCO GROUP. Any errors or omissions on the quotation may be corrected by DIMEXCO GROUP.

The price stated on the quotation may be modified by DIMEXCO GROUP to reflect price variations for DIMEXCO GROUP in certain cases. (Legal or regulatory changes that occur after the quotation has been issued, inability of the client to fulfil its obligations).

DIMEXCO GROUP will inform the client of the price and the reason for the price change within a reasonable period. If the client does not accept the proposed price change, the parties will then determine together in a commercial and reasonable manner the appropriate price change. During the negotiation period, DIMEXCO GROUP will continue to execute the order specified in the purchase order for a period of one week (five (5) working days). After the period of five (5) working days, DIMEXCO GROUP reserves the right to terminate the purchase order in whole or in part in addition to any other remedy for the benefit of DIMEXCO GROUP.

5. Documentation

If Dimexco group provides information about the equipment with a quotation, the responsibility of verifying that the equipment and its characteristics match the request rests with the customer.

6. Shipping and packaging

DIMEXCO GROUP reserves the right to charge for packing and/or packaging to comply with customer or customs obligations. Shipping dates are not guaranteed by DIMEXCO GROUP.

7. Return

Upon delivery, the client shall inspect the equipment supplied by DIMEXCO GROUP to verify its quality and conformity to the order form. The client has a period of sixty (60) working days from the date of invoice.

If the equipment does not comply with the order, the client must notify DIMEXCO GROUP in writing within the time limit provided (see above) in order to obtain written authorization from DIMEXCO GROUP to return the equipment. DIMEXCO will make every effort to accommodate the returned equipment. No additional costs will be incurred by the customer

if DIMEXCO GROUP determines that DIMEXCO GROUP is at fault

8. Ownership and risk

The risk of damage or insurance liability and responsibility is transferred from DIMEXCO GROUP to the client in accordance with the INCOTERMS described in the order form.

9. Terms of payment

DIMEXCO GROUP's payment terms are specified on the DIMEXCO GROUP invoice. In the event of non-payment by the client, DIMEXCO GROUP reserves the right to increase the amount owed by the client to DIMEXCO GROUP by one percent (1.00%) per month as interest. Unpaid amounts may be increased by fifteen percent (15%) of the amount due and possible legal costs. All amounts due are payable in the currency of DIMEXCO GROUP's quotation.

10. Modification of payment terms

If DIMEXCO GROUP deems that the client's financial situation no longer justifies maintaining the existing payment terms, DIMEXCO GROUP reserves the right to: (1) Require full or partial payment of the client's account. (2) Require advance payment for any shipment or service. (3) Any combination of the above.

DIMEXCO GROUP may also modify the standard payment terms in the event that the supplier of DIMEXCO GROUP also requests advance payment. The modified payment terms will be clearly stated on the quotation.

11. Product warranty

DIMEXCO GROUP guarantees that all products are new and are covered by the manufacturer's standard warranty. Any breach of warranty will be determined by the manufacturer and charged to the customer.

DIMEXCO GROUP does not guarantee the function of the equipment in combination with other products. DIMEXCO GROUP assumes no liability for misuse of the equipment or any other negligence. No employee or agent of DIMEXCO GROUP is authorized to give any warranty in any form whatsoever.

The above warranty takes precedence over any other warranty. DIMEXCO GROUP rejects any other form of warranty. DIMEXCO GROUP will not be held responsible for any damage caused by the equipment, whether it results from misuse or not. DIMEXCO GROUP will not be held responsible for any loss of income or profit.

12. In case of unpaid balance

If the amount of overdue and unpaid invoices is too high or if the invoices have been overdue for too long in DIMEXCO GROUP's judgement, DIMEXCO GROUP will block all future orders and shipments. This suspension does not constitute a breach of contract. The client must assure DIMEXCO GROUP that the necessary steps will be taken to pay the amount owed to DIMEXCO GROUP and must clearly communicate his or her payment intentions.

13. In case of Force Majeure

DIMEXCO GROUP shall not be held liable for any delay or failure to fulfil its obligations due to a cause beyond its control. These independent causes may be; labour disputes, pandemics, civil conflicts, government measures or any other similar and unavoidable event for which DIMEXCO GROUP cannot be held responsible.

If an event of force majeure should occur and result in DIMEXCO GROUP's inability to fulfil its obligations for a period of six (6) months or more, then DIMEXCO GROUP reserves the right to terminate the order with immediate effect.

14. Compliance

The customer shall be responsible for complying with all laws relating to the purchase of the equipment. The client shall maintain all registrations with the various agencies and offices that may be required by law. The client shall inform DIMEXCO GROUP of any laws in the country of destination that would affect the proper execution of the client's order.

15. Taxes

DIMEXCO GROUP is not responsible for any taxes, customs duties or fees imposed by the country of the customer (the importer).

16. Termination for non-payment

DIMEXCO GROUP reserves the right to cancel any order of the client by written notice with immediate effect if:

The client is in assignment for the benefit of its creditors; files a petition for reorganization for itself; is declared insolvent or bankrupt; consents or acquiesces to the appointment of a trustee, receiver or liquidator without written approval of DIMEXCO GROUP; the client undertakes steps towards its liquidation or dissolution. Any cancellation provided for above is in addition to the other rights and remedies provided for in the conditions of sale.

17. Assignment of rights and obligations

DIMEXCO GROUP reserves the right to assign its rights and obligations provided that it notifies the client in writing. In the event of an assignment of rights and obligations, DIMEXCO GROUP shall be released from any liability under the assigned purchase orders. The client may not assign his rights and obligations under one or more purchase orders. Only a written agreement from DIMEXCO GROUP can authorize such an assignment. Without the agreement of DIMEXCO GROUP, the assignment will be considered null and void by DIMEXCO GROUP.

18. Survival of Terms

Cancellation of any Customer order or any other relationship created by these Terms of Sale shall not affect the obligations and rights of either party under these Terms of Sale which by their nature survive termination or delivery and execution.

19. Invalidity

If any part of these terms and conditions of sale is held by a court of competent jurisdiction, a judicial body or a state agency to be invalid or unlawful, such decision shall not render any other part of the terms and conditions of sale enforceable. The terms and conditions of sale shall be interpreted as if the invalidated part were not there. The rights and obligations shall be interpreted accordingly.

20. Waiver of rights

No waiver of rights shall be valid unless it is communicated in writing and signed by an authorized representative of DIMEXCO GROUP. Under no circumstances shall a waiver by DIMEXCO GROUP release the client from one or more obligations under the terms of sale.

21 Confidentiality

The client may not disclose any confidential information of DIMEXCO GROUP to any third party. The confidential information may be on a tangible support or given orally, and shall be preceded by the mention "confidential information". Notwithstanding this provision, if a client receives confidential information, whether by right or not, he shall treat it as such.

If the client discloses any confidential information of DIMEXCO GROUP, he acknowledges that he is causing irreparable damage for which he will have no legal recourse. Any violation, whether actual or contemplated, may be used by DIMEXCO GROUP to obtain measures against the client prohibiting such violation. The obligations contained herein shall expressly survive the final payment of all or part of the client's orders

22. Applicable law

Any commercial or non-commercial relationship between DIMEXCO GROUP and the client shall be interpreted and applied under Belgian law. The parties agree that no other convention will be applicable to the sale of the equipment.

Any dispute between the parties, if it cannot be settled amicably, shall be subject to the jurisdiction of the court of Nivelles (Belgium).

