

Establishment Agreement and subject to cost increases.

1. Unless otherwise indicated, the quotations for Optimus Instruments remain valid up to 30 days. The quotations will not be binding for Optimus Instruments. The agreement will only be finalized by Optimus Instruments once an order confirmation has been sent for the Purchase Order.
2. Every quotation is, unless otherwise stated, based on a performance under normal circumstances and during normal working hours in a 5-day working week. Data that are mentioned in catalogs, pictures, drawings, weights and measurements, ETC... are not binding and Optimus Instruments is not held responsible. The information given on the quotation will remain property of Optimus Instruments and may not be passed on by the buyer under any circumstances.
3. If after an agreement has been reached for a quotation one or more price factors should rise (in case of materials purchased abroad and the valuta changes), - even if it is under unforeseen circumstances – Optimus Instruments will retain the right to also increase the prices on the agreed upon quotation.
4. In case of cancellation of order by the purchaser, there will be a compensation owed equal to 20% of the total price on the Purchase Order VAT Included.

Delivery and visible defects.

5. The delivery dates mentioned by Optimus Instruments are purely indicative. If an abnormal delay should occur the buyer has the right to cancel the purchase via by registered letter without judicial intervention, this under condition that Optimus Instruments has failed to deliver the goods within one month after receiving the registered letter. The buyer expressly renounces any other argument, in particular the granting of any form of compensation.
6. Optimus Instruments delivers the goods either: - Ex Works (The customer collects the goods in the Optimus Instruments stockroom); - Franco, price on Invoice – Franco, No surcharge. With a Franco delivery Optimus Instruments will deliver in the building of the buyer in a space on the ground floor. Its mandatory for the buyer to accept the goods on the time and date agreed upon before delivery. The necessary room has to be available to assure a smooth delivery. If any special material are required to complete the delivery (forklift, crane...) help will be called in from an experienced certified company, any cost involving this issue will be charged towards the customer.
7. In case the price of a purchase order is less than 125,00EUR it will be deemed 'small order' in which case a small surcharge of 15,00EUR can be added to the purchase order for any administration and or transportation costs.
8. At the time of delivery the buyer needs to sign the delivery note as acceptance of delivery. In case of any visual defects or damages this needs to be mentioned on the delivery note or within three working days in writing, this where the buyer explains in detail the extent of the damages and or defects. Once the goods are in use any or all damages or defects will be deemed as accepted by the customer.
9. Optimus Instruments upholds the right to be able to do partial deliveries, these who would be an equal amount of sales. The partial delivery of any order can in no way justify a refusal of payment of the delivered goods.
10. Pallets, containers and any other devices or tools used for the delivery that are not used for one time only will always stay in the possession of Optimus Instruments. The buyer will be held responsible to send these products back at their own expense at

the request of Optimus Instruments. The buyer is not allowed to put these pallets, containers or any other tools or devices at the disposal of any third party or for any other goal than what it was intended for. In case of damages upon return of these pallets, containers, tools and or devices the customer will be held accountable and responsible to compensate Optimus Instruments.

11. The buyer can only send the goods back after a written agreement from Optimus instruments. The return shipment will be the responsibility and at the own risk of the buyer. When the goods are returned a surcharge of 10% of the purchase order will be charged by Optimus Instruments.

Payment.

12. All costs, taxes, fees and / or charges, of whatever nature, relating to the delivered goods or their transportation, including new taxes, fees and charges that would be introduced after the conclusion of the Agreement are fully charged to the buyer.
13. All Invoices need to be payed in full conforming with the due date found on the invoice.
14. Failing to the pay an invoice by its due date will result in legal actions and the buyer being held accountable. In that case, Optimus Instruments also reserves the right to suspend the execution of all pending orders without prior notice and without compensation.
15. In case the invoice isn't paid on the date of maturity, post maturity interests are due, de jure and without preliminary notice, starting from that date and amounting to 1% per month on the invoice sum. Above this, a fixed compensation is due, de jure and without preliminary notification, to the amount of 10% of the invoice sum with a minimum of € 40,00.
16. Payments done by the buyer will first be put in to account on the costs that are still pending, then for the possible interests and finally on the actual owed capital sum.

Right of ownership.

17. The ownership of the goods sold will only be transferred to the buyer after full payment by the buyer of all amounts owed by the buyer to Optimus Instruments including payment of the agreed price, costs, interest and any damages. Nevertheless, the risk of loss or destruction of the goods will be fully borne by the buyer from the time the merchandise was delivered to him.
18. Until the moment when the ownership of the goods is transferred to the buyer, it is forbidden for the purchaser to use the goods as means of payment or loan them out to other parties. The buyer is obliged to notify Optimus Instruments when the goods are going to be used by third parties.

Complaints.

19. Any complaints (different from the ones mentioned in chapter 20 'warranty and accountability') will only be accepted when these complaints are registered within 8 days after delivery of the goods in writing. In no way does the registration of a complaint lead to a change of the set due date of the invoice.

Warranty and Accountability.

20. The appliances sold by Optimus Instruments are under warranty against any flaws (construction and or manufacturing errors) for up to 12 months after delivery, Unless otherwise stated and only if the appliances are being used for what they were intended and are installed, maintained correctly. This warranty will only be valid if any flaws or errors are communicated to Optimus within 8 days of their occurrence in writing. If a written report were to be made, it should be as detailed as possible. Any complaints concerning the functionality of the appliance do not grant the buyer the right to postpone the payment of the appliances.
21. Unless otherwise agreed in writing concerning guarantee obligations, Optimus Instruments is limited to the free replacement or repair in its workshops of the recognized defective parts without any claims of the buyer for compensation. The purchaser must return the product for this purpose at the registered office of Optimus Instruments.
22. Optimus Instruments will not be bound to any guarantee obligations for any goods if the buyer has done changes or repairs themselves. This same rule applies in case of faulty use of equipment by the buyer.
23. In case of appliances not manufactured by Optimus Instruments themselves the warranty will be the same as the warranty Optimus Instruments had received from their suppliers. The buyer acknowledges that Optimus Instruments can also object towards the buyer, the exceptions warranty disclaimers and limitations invoked by the supplier against Optimus Instruments.
24. In no way will Optimus instruments be held responsible for any damages caused by a flaw in the sold goods OR by a mistake or negligence of the buyer or a person for which the buyer of the goods is held responsible.
25. Optimus Instruments will not be held responsible in case of extreme or deliberate errors made by her workers, employees and / or representative in the course of carrying out their professional activities.
26. Optimus Instruments is not responsible for non-pecuniary, indirect or consequential damages, including (but not limited to) loss of profits, loss of revenue, loss of income, restrictions on production, administration or staff costs, an increase in overheads, loss of customers or third party claims.
27. The contractual and extra-contractual liability of Optimus Instruments is always limited to the amount covered by the liability insurance that was closed by Optimus Instruments. This covers a maximum amount of € 250,000 per claim, but is limited to € 2.5 million per year for all possible claims together.

Force Majeure.

28. In case of proven force majeure, both parties have the mutual right to suspend or cancel the execution of the agreement. In which case both parties will come to a communal agreement.

Competence.

29. In case of dispute, only the Belgian law and only the courts located near the registered office of Optimus Instruments has jurisdiction.