

## General conditions of sale and delivery

Offers and sales of LEMO are governed by the following terms and conditions, which form an integral part thereof. By doing business with LEMO, the Client acknowledges these terms and conditions and duly accepts them.

### 1. Offer and acceptance

Publicity mailings and product catalogues constitute calls for offers. At the Client's request, an offer will be sent to him. Its validity will be limited to thirty days. The Contract is deemed to have been concluded on the day on which LEMO forwards confirmation of the Client's order.

### 2. Documentation, catalogues, drawings, dimensioned sketches, etc.

LEMO works constantly to improve the quality of its products; the indications and illustrations figuring in the documentation forwarded to the Client are therefore liable to vary.

### 3. Prices

Unless otherwise stipulated, the prices quoted by LEMO are net, in Euro, carriage paid inside the Netherlands; packing costs are included. Any taxes, fiscal and other charges, together with transport insurance, are the Client's responsibility. The prices quoted in calls for bids are liable to vary in the light of economic or technical considerations.

### 4. Billing

No amount may be withheld by the Client and no claims for compensation whatsoever will be considered. In the event of late payment, LEMO reserves the right to claim interest on arrears in respect of the overdue invoice, to require payment guarantees or early settlement of invoices for current orders, even to cancel such orders. The right to claim damages is expressly reserved.

### 5. Delivery lead times

For its deliveries, LEMO depends on the procurement conditions applicable to supplies of raw material and means of production. The delivery lead times are therefore liable to be changed. If, despite the diligence applied, LEMO is unable to comply with the stated delivery lead time, the Client does not have the right to cancel his order. Any claim for damages is hereby excluded in advance.

### 6. Consignments

In the absence of specific instructions, deliveries are made by LEMO at the risk and peril of the Client.

In the event of delays, shortfalls, damage, etc. the Client must take all necessary steps to safeguard his rights without delay.

Where the delivery of the objects ready for consignment is delayed through fault of the Client, the goods will be placed in storage at the Client's expense and risk.

### 7. Insurance

At the written request of the Client, shipments may be insured by LEMO for the account of the Client and at his expense. The request for insurance must reach LEMO no later than seven days before shipment of the goods.

### 8. Complaints

All complaints must be filed within eight days of receipt of the goods, failing which the goods will be deemed to have been accepted by the Client.

### 9. Warranty

A twelve months warranty is granted on the products of LEMO. This warranty extends to the repair and replacement of parts which are found to be defective, regardless of whether these faults are attributable to hidden defects in the materials or to construction defects.

The Client must inform LEMO of all defects without delay. Only after obtaining the written agreement of LEMO may the client return the defective components free-works. The warranty will lapse automatically and all liability is excluded when repairs are made without the prior authorization of LEMO.

Any more extensive warranty than that described above is excluded. In particular, the warranty does not include the replacement of components which undergo normal wear and tear, damage caused by negligence, incorrect operations, failure to comply with the instructions set out in the user's manual, excessive use, and indirect damage.

### 10. Quality assurance

Defective parts returned to LEMO must in all cases be accompanied by the invoice number and the order number to enable the stipulated degree of traceability to be respected. They must be returned in the original packaging or in a different packaging which is adequate to protect the parts.

In the event of failure to respect this measure, LEMO reserves the right not to accept returned parts.

### 11. Reservation of ownership

LEMO reserves ownership of the goods sold until they have been paid for in full. The Client authorizes LEMO to take actions that are necessary to cause this right to be registered.

### 12. Applicable law and place of jurisdiction

Heemskerk will be deemed to be the place of conclusion and implementation of all relations with the Client. Dutch law will govern relations between LEMO and the Client.

**Any dispute which may arise in connection with these relations will be resolved by the ordinary courts of the Netherlands.**