



## Term and Conditions microLAN BV

The following terms and conditions shall exclusively apply for all microLAN BV sales and shall be an integral part of each single agreement concluded between the parties. Verbal agreements are only valid if confirmed in writing. In any case of placing an order the buyer acknowledges our terms and conditions. Other conditions require our previous confirmation in writing. For continued business operations these terms apply to every order even if not mentioned explicitly.

These conditions are in place of and exclude all other warranties and conditions whether implied by statute or otherwise and in particular the Purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of any representation by the company.

### 1. Quotations

Our quotations are subject to change without prior notice; agreements only become valid with written confirmation of an order. Statements and any details in advertising materials shall not constitute any kind of warranty. If an order shall be deemed as an offer, we reserve the right to accept this offer within a period of three weeks. Technical service, application service or scientific information, written or oral, by application or data material, shall be deemed as a not binding advice in any kind. This shall not hold the buyer free and harmless of his own obligations, especially the incoming goods quality control, validation of any application, certification, inspection etc. Any information, statements or representations, written or oral, by microLAN's employees, distributors or representatives are not binding unless confirmed in writing and signed by a duly authorized officer on our business paper.

### 2. Prices

All prices are net and Goods and Services Tax excluded unless otherwise stated. Prices for goods to be imported are based on prices quoted to the buyer by microLAN and the rates of freight, Insurance premiums, customs duties, primage and other costs of importation known to the microLAN at the time of the quotation. In the event of any increase in these rates or in the prices of the goods quoted to the buyer by microLAN before acceptance of an order or prior to the delivery of the goods, then the cost to be added by such increase/s shall be added to and form part of the purchase and or repair price and be payable by the Purchaser accordingly. Conversely any decrease in any such rates shall be deducted from the purchase and or repair price. This provision for variation of price shall also apply to goods and service required for the execution of an order purchased and obtained locally. The variation and applicable time will be mentioned in the quotation.

### 3. Acceptance

Any contract or order based on this or any other tender or quotation is only accepted upon and subject to microLAN BV's Terms and Conditions of Quotation, Sale & Repair as herein printed and these conditions are to have full force and effect as if incorporated into the Purchaser's order. Unless expressly accepted in writing by microLAN any variations of or additions to these conditions in a Purchaser's order or order form will be deemed to be inapplicable. All quotations are subject to withdrawal or variation by microLAN at any time prior to acceptance of a firm order. No order given to the Company based upon a quotation shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to correct any accidental error or omission or quotation or invoice without prior notice.

### 4. Delivery / Transfer of Risks

All prices are ex works Waalwijk, the Netherlands We are not liable for damage or loss during transportation. Except when explicitly specified by the buyer we will decide on the appropriate type of transportation. If the type of transportation is specified, the buyer has to bear any additional costs. The same shall apply in the case of raised transportation costs after signing of each single agreement but before delivery.

### 5. Date of Delivery / Force Majeure

microLAN will try to comply with the agreed date of delivery. Date of delivery shall be the day the goods leave works or stocks and if this shall be impossible to fix, it shall be the date of delivery at the buyer.

If the performance by either party of their respective obligations or undertakings under these terms and conditions or each single purchase contract is delayed by any occurrence not occasioned by the conduct of either party of this agreement, then the party so affected shall be excused from any further performance for whatever period of time after the occurrence as may be reasonably necessary to remedy the effects of that occurrence.

### 6. Terms of Payment

Terms for customers with an open account are 30 days net. Other terms of payment require our previous written consent. First order of new customers shall be 1/3 with the order, 1/3 with the notification of shipment and 1/3 20 days after the installation. For invoices unpaid over 30 days beyond maturity we will charge interest on arrears amounting to the usual bank rate. Irregular payments entitle us to discontinue delivery to the buyer without any compensation. Instead of the agreed terms of payment we can ask for advance payment or security deposit, should doubts as to the solvency of a buyer arise.

### 7. Returns and Damage Claims

All goods have to be checked immediately on receipt. Damage claims are only acceptable in writing within 2 working days of receipt of all the goods. In case of legitimate claims the buyer can only require replacement of the goods. If replacement is not possible, the buyer has the right to choose between alternative products with same value or refund. The buyer cannot claim further compensation. All returns must first be authorized by us in writing. We offer a one-year warranty from date of delivery that our products will conform to applicable specifications set forth in the product specifications.

The above warranty is given by the seller subject to the following conditions:

- The seller shall not be liable in respect of any defect in the goods arising from any design or specification supplied by the buyer;
- The seller shall not be liable under the above warranty if the total price of the goods has not been paid by the due date for payment
- The above warranty does not extend to parts, materials or equipment manufactured by or on behalf of the buyer unless such warranty is given by the manufacturer to the seller.

This warranty does not cover defects in or damage to the products which are due to improper installation or maintenance, misuse, neglect or any use other than ordinary commercial application.

Any discharge from liability will be void if a defect results from a heavily negligent or intentional breach of contract or if the buyer will be bodily injured as a result from a negligent or intentional breach.

The seller shall not be liable for the goods being fit for a particular purpose unless otherwise agreed upon, to which the buyer intends to put them.

This warranty is strictly exclusive. Any further damage compensation is impossible.

microLAN makes no other warranty of any kind whatsoever, and specifically disclaims and excludes all other warranties of any kind or nature whatsoever, directly or indirectly, express or implied, including, without limitation, as to the suitability, reproducibility, durability, fitness for a particular purpose or use, merchantability, condition, or any other matter with respect to microLAN products.

In no event shall we be liable for claims for any other damages, whether direct, indirect, incidental, compensatory, foreseeable, consequential or special (including but not limited to loss of use, revenue or profit), whether based upon warranty, contract, tort (including negligence) or strict liability arising in connection with the sale or the failure of microLAN BV products.

### 8. Retention of Title / Ownership

The goods shall remain of our property until full payment as previously agreed has been made. In the event of non-payment, we shall have the right to re-sell the goods to a third party. The seller shall have the absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the seller.

Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent, and shall keep the goods properly stored, protected, and insured on his own costs.

If the goods are processed or reshaped by the buyer and if processing is done with goods that seller has no property in, seller shall become co-owner of the products.

### 9. Applicable Law and Jurisdiction / Miscellaneous Clauses

All contracts are subject to the laws of the Netherlands. In the case of a legal dispute the jurisdiction of the court in s'-Hertogenbosch, the Netherlands, will be decisive and have exclusive jurisdiction over the seller. The seller shall have the right to bring a claim before a court at the buyer's principal place of business or at his discretion before any other court being competent according to any national or international law.

In the event that any provision of these Terms and Conditions is invalid or becomes invalid, the remainder of the Terms and Conditions shall remain unaffected thereby. The invalid provision shall then be replaced by such provision as comes as close as possible to the economic purpose of such invalid provision, taking reasonable account of the interests of both Parties.

**microLAN b.v.**

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