

GENERAL SALES TERMS AND CONDITIONS

Art. 1: Preamble:

These general terms and conditions are valid for all contracts and sales orders accepted by Tesla Networks BVBA, unless there is a special contract in which is specified, very clear, that one or more specific items are changed. In case there is a contradiction between the general terms and conditions proposed by the customer and those of Tesla Networks BVBA, the general terms and conditions of Tesla Networks BVBA are valid, unless Tesla Networks BVBA has issued a written document in which it explicitly accepts the purchase terms and conditions of the customer. Offers and pricelist can be changed at any time and without warning

Art. 2: Order acceptance:

Customer order can only be accepted as binding, when the order is accepted in writing by an authorized person of Tesla Networks BVBA. Order cancellation by the customer, for verbal or written and or confirmed orders, will result in an order cancellation fee, to be paid to Tesla Networks BVBA, with a value of 25% of the cancelled order. This amount is due within 10 days after the cancellation has been announced to Tesla Networks BVBA

Art. 3: Delivery:

3.1. All announced and mentioned delivery dates and delays are an approximation. Proposed and indicated delivery dates are never binding. Delivery beyond the proposed delivery date, does not offer the customer the right to cancel his order without paying the penalty mentioned in article 2. Postponed deliveries do not offer the customer the right to claim any indemnification or compensation.

3.2. In case of “Force Majeur”, or causes out of control of Tesla Networks BVBA (strike, war, transport problems, etc.) the delivery term is set on “Hold” for the period in which the force majeure occurs. If due to these facts the delivery term is doubled, the customer has the right to cancel the order without paying a cancellation fee, but also without any indemnification to be paid by Tesla Networks BVBA. Cancellation is only valid if it has been done in writing (letter or fax)

3.3. Tesla Networks BVBA has the right to execute partial deliveries. Partial deliveries, does not relieve the customer of paying the partial invoices.

3.4. All prices and shipping are “Ex Works” (EXW). All transport risks, such as loss, damage, theft, etc. are at the customers risks and cost. This is also valid, if Tesla Networks BVBA makes the arrangements for the shipping.

3.5. Complaints concerning shipments have to be done in writing, with a registered letter,

within 5 working days after the delivery. Complaints received beyond this period, are not acceptable anymore

Art. 4: Payment conditions:

4.1. All invoices are made, on the basis of cash on delivery. Except when another term has been agreed upon. However the payment term can never be longer than 30 days after delivery, as foreseen by the EEC regulations and the Belgian law. Every payment delay, will grant Tesla Networks BVBA a reimbursement of 1,5% of the total amount due, for every month started after the due date. On top of this the fee for money collection will be 15 % of the total amount due, with a minimum of 25 Euro per invoice. All other costs paid by Tesla Networks BVBA to collect the overdue payments will be charged to the customer.

4.2. If Tesla Networks BVBA does not start the claim procedure for overdue payments immediate after the due date, this does not mean that Tesla Networks BVBA forsakes its rights to the above mentioned indemnities.

4.3. Complaints about the invoicing date, are only valid, if the claim is made by registered letter, not later than 8 days after the invoice date.

Art.5.Conformity of goods, warranty, claims:

5.1. Warranty for all products delivered by Tesla Networks BVBA will not extend the warranty periods and conditions set forward by the manufacturer of the product.

5.2. During the warranty period, all repair and maintenance has to be handled by Tesla Networks BVBA. All other interventions by the customer or any third party will make the warranty claim void. Unless otherwise agreed in writing, there is no warranty on second hand products, or products sold at reduced pricing. The warranty obligation, whatever the warranty claim may be, will not extend the repair or the replacement of the delivered products, according the warranty specifications of the manufacturer.

5.3. Claims concerning the conformity of the products, or about visual stated damage, need to be made in writing, within two working days after the delivery. Claims received behind that period will not be valid anymore.

5.4. Technical specifications and brochures, have to be seen as a general description. Tesla Networks BVBA is not responsible for failures in the technical or commercial documentation. Specifications may change without notice

Art. 6: Transfer of property:

Diverging from art 1583 B.W., all products delivered or in transfer are the full and only property of Tesla Networks BVBA, until full payment is received and accepted by Tesla Networks BVBA. The customer accepts this restriction of property transfer, and accepts that he cannot sell, lease, use as a security, or transfer the goods in another way, unless full payment of the products is made. Until full payment, the transfer of goods needs to be

considered as a lease. The receiver takes full responsibility for the protection of the goods against theft, damage, loss etc..

Art. 7: Changes:

TESLA NETWORKS BVBA can change the general terms and conditions at any time. On all actual an accepted orders. These general terms and conditions are valid unless other conditions have been agreed upon in writing.

Art. 8: Conflicts:

Our general terms and conditions are governed and construed in accordance with the Belgian law. The Antwerp courts have the only jurisdiction in case of conflicts concerning the general terms and conditions. All notices, claims, remarks, have to be sent to:

Diamantstraat 8 /297, 2200 Herentals, Belgium.