

	<u>Authorized dealer</u> <u>Erkend verdelers</u>	SAPHONYX SPRL Rue du Bosquet, 7 B-1348 LOUVAIN-LA-NEUVE <u>Send the orders</u> ➤ by Fax to 00 32 (0)10 45 35 24 ➤ by Mail : info@saphonyx.be
		
Visit the SAPHOSITE : www.saphonyx.be		
		
Terms and Conditions of SAPHONYX sprl		
hereinafter referred to as "the company"		

SAPHONYX is authorized dealer of HENKEL ADHESIVE TECHNOLOGIES and BANDELIN products, and also provider of services related or not to the use these products. Product handling, implementation and enforcement, not according to their destination, advice and recommendations of application, could not engage the responsibility of "the company " or Henkel or Bandelin. The recommendations and advice of use provided through the Product Information Sheets are given for information only and are not absolute rules, because of some elements may be beyond our control. Please consult our Technical Services who will advise you effectively on the implementation of our products for your particular case. When customer demand requires, the "Company" will appeal to specialized technical services to Henkel or Bandelin, or some authorized by them.

Article 1 : Acceptance of Terms

Simply because of the order, the buyer agrees to these terms and conditions he states to accept and that will prevail over all other conditions unless specific written exemptions.

Article 2 : Acceptance of Orders - Price

Any order of equipment, product or service will be valid only after acceptance and written confirmation of the order by the Company. The sending of this confirmation will be irrevocably effective and binding on the buyer. Prices and special conditions are referenced in either the order confirmation letter from the company, either in the existing contract between the two parties. In addition, the price mentioned in either the written confirmation of the order or in the contract between the two parties, will be adapted to the evolution of the consumer price index.

Article 3 : Destination of Products

The guidance and information provided by the customer during the negotiations preceding the command as to the destination and use of the material, the product or service and which have been confirmed by the company, are the only factors taken into consideration for the function material, product or service ordered. For any intervention by a technician of the company, on site or in-house, with or without purchase order previously established, the mere signature of the customer on the technical intervention sheet automatically makes him the debtor of the invoice that will result. No dispute relating to the content of that record shall be permitted. In case one of the company's technicians have made a shift and could not carry out the planned work, whatever the cause (client or third party vendor), displacement and hours lost on site will be invoiced to the customer, which will remain the sole debtor of the company. If for reasons not attributable to the company (customer deficiency or its subcontractors), the delivery time initially planned had to be increased, additional time will be charged at the hourly rate.

Every hour started is due.

These general conditions apply to all supplies and services provided by "the company." The terms and customer contravention listed on an order, letter or any other anterior or posterior document to the sending or disclosure of these terms and conditions shall apply only insofar as "the company" have expressly accepted them by a signed document.

Article 4 : Privacy

Customers expressly authorize "the company" to take any contact or any measure or useful information necessary to the supply of goods or to promoting the tasks requested. Similarly the customer authorizes their services and external collaborators to provide the "Company" all necessary information to carry out its mission. The customer agrees to confirm in writing any authorizations.

The client expressly authorizes "the company" to work with Henkel or Bandelin companies that will provide technical support when the situation demands. In return, "the company" is committed to strict confidentiality as to the information that would have been assigned under or in the course of these missions, and to sign a confidentiality clause; if necessary this Privacy Policy will be signed by Henkel or Bandelin.

Article 5 : Intellectual Property

For all orders on design work and / or material and immaterial study, and unless otherwise agreed in writing, the company will be the sole owner of all rights (including the copyright, production and marketing). Moreover, in case of transfer of rights, they will be acquired after full payment of the amounts due.

Article 6 : Warranty

Customer acknowledges having examined the possibilities and the use of standard materials or products before ordering. Protests against goods and on obvious defects must, to be admissible, be sent by registered mail to the company within 24 hours of the date of delivery of the goods. Regarding hidden defects, the company guarantees the equipment or products under the terms of the warranty issued by the manufacturer of resold hardware or the product manufacturer resold by it for a maximum of 3 months from the date delivery unless otherwise specified and written in the order confirmation and, against all defects in materials or workmanship that have been denounced by letter within three days after the failure of observation, beginning on the date of delivery. If the hardware or sold product is made by "the company" or sold under its label, it is guaranteed for one year, provided that the fault is announced by registered letter within three working days of its finding in the first year. The company will conduct, by its own choice, at its expenses to repair or replace the defective product. The company's obligations are strictly limited to repair or replacement of defective product without any compensation for loss of use or any damage resulting from the failure of the product sold, can not be claimed by the customer. The company guarantee is only valid provided that the material was used in accordance with the announced purpose as set out in Article 3 of these terms and conditions. The company guarantee is not valid for the use of such products set out in Article 3.

The material and the product travel at the risk of the customer and at his expense. In all cases, the company is relieved of any warranty obligation if the parts, equipment or products have been misused, neglected, damaged or were the subject of improper installation or any intervention by personnel other than from the company. The guarantees explicitly mentioned above are the only warranties for equipment granted by the Company. In cases where the material should be returned to the company to exchange and / or repair, it will be shipped by the delivery of customer choice (and at his expenses) but never under temporary export.

Article 7 : Delivery time

The company will always strive to meet the delivery times entered in the order confirmation or contract. However, delays are not knowledgeable information only and does not engage the company.

The deadlines given by "the company" for the supply of the products are indicative and take over only after the acceptance of the order. Any delays resulting from others or force majeure can not incur liability of the company.

The possible delay in delivery will not be entitled to any compensation or price reduction for the benefit of the buyer, or permit him to terminate the order.

Article 8 : Payments

In accordance with the European Directive of 29 June 2000 (2000/35 / EC) came into force in Belgium on 7 August 2002, the invoices of the "Company" are to be payable after 30 days from date of invoice, unless refusal of the application by a credit company.

In some economic sectors, supplies are available against payment. If necessary, the measure will be included in the offer and order confirmation.

In case of delayed payment, interest will be payable automatically and without notice at the rate of 1.8% per month from the date of invoice until payment. Every month started will be considered fully matured. Furthermore, in case of non-payment within eight days of the invoice due date, it will automatically and legally increased by 15% with a minimum of 150 €, as a fixed indemnity, and € 500, for provisional lawyer fees. In case of failure by the buyer from its obligation to pay the price, the company may, by registered letter, declaring resolved sale to the wrongs of the buyer, without prejudice to the compensation stated in the preceding paragraph. The goods and / or services delivered remain the property of the company as long as they are not paid completely or they are not covered by a financing agreement, including a signed copy given to the company.

Article 9 : Claims compensations

The company has the right to compensate his claims against the customer by any claims that the customer would have against the company.

Article 10 : Bill of exchange

Acceptance of a bill of exchange does not entail novation of debt, so that the present conditions are fully applicable. All costs are supported by the customer and payable in cash.

Article 11 : Cancellation of orders

In case the company would agree, in writing, a partial or total cancellation of order (delivery, delivery, installation, training, ...) or the buyer's contract, the latter shall unconditionally indemnify the company for the damage resulting , including loss of earnings. In any case, this compensation may not be less than 20% of the price of goods and / or services. In case of failure by the buyer of its obligations under these Terms or any other agreement with the company, it retains, at its option, to immediately cancel the order or suspend performance of its own obligations, resulting from orders or ongoing contracts with the buyer, without prejudice to any other damages. In case of suspension, the company will charge the amount of goods and / or services delivered to the date of suspension, without prejudice to any other damages.

Article 12 : Nullity of Clauses

The possible nullity of a clause of these terms as well as a possible exemption does not invalidate the other clauses or general waiver thereof, which will continue to have effect to the parties .

Article 13 : Applicable Law

Only Belgian law is applicable to contracts subject to these terms and conditions. Any disputes or disputes fall within the exclusive jurisdiction of the Courts of Nivelles. The company reserves the right to modify its terms of sale.

REF	SHIPPING CHARGES - PRICELIST TRANSPORT KOSTEN - PRIJSLIST	PRICE/PRIJS
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AAA000	WITHDRAWAL PACKAGE – PAKKET VOOR VERWIJDERING	7,50
AAA050	SHIPPING PRICE 0 to 50 Kg Zone A	20,00
AAA100	SHIPPING PRICE 51 to 100 Kg Zone A	22,00
AAA200	SHIPPING PRICE 101 to 200 Kg Zone A	25,00
AAA300	SHIPPING PRICE 201 to 300 Kg Zone A	30,00
AAA400	SHIPPING PRICE 301to 400 Kg Zone A	40,00
AAB050	SHIPPING PRICE 0 to 50 Kg Zone B	22,00
AAB100	SHIPPING PRICE 51 to100 Kg Zone B	25,00
AAB200	SHIPPING PRICE 101 to 200 Kg Zone B	30,00
AAB300	SHIPPING PRICE 201 to 300 Kg Zone A	35,00
AAB400	SHIPPING PRICE 301 to 400 Kg Zone B	40,00
AAC050	SHIPPING PRICE 0 to 50 Kg Zone C	25,00
AAC100	SHIPPING PRICE 51 to 100 Kg Zone C	30,00
AAC200	SHIPPING PRICE 101 to 200 Kg Zone C	35,00
AAC400	SHIPPING PRICE 201 to 400 Kg Zone C	40,00
AAD400	SHIPPING PRICE 0 to 400 Kg Zone D	40,00
Free of shipping charges	BENELUX : Free of shipping charges for 400 Kg and over	0,00

<u>Zone A</u> =	Brabant Wallon, Bruxelles, Vlaams Brabant,
<u>Zone B</u> =	Antwerpen, Hainaut, Liège, Limburg, Oost-Vlaanderen, West-vlaanderen
<u>Zone C</u> =	Luxembourg
<u>Zone D</u> =	Nederland and/en GD Luxembourg
<u>France / Switzerland</u>	By rates of XPO LOGISTICS or France Express : F-DEPT-POIDS France : free of shipping charges for 1000 Kg and over
<u>Europe</u>	Ex-Works or by rates of XPO LOGISTICS or France Express
<u>World</u>	Ex-Works or by ASE CHEMICALS in Antwerpen
<u>Bandelin and others</u>	Cleaning Machines : Ex-Works – factory withdrawal price -> shipping +insurance
<u>Bandelin en andere</u>	Reinigingsmachine : Ex- Works – Fabriek prijs verwijderen -> port + verzekering

Ex-Works : Withdrawal at MORIAU GAS in SINT-PIETERS-LEEUEW with authorization
Ex-Works : Verwijdering bij MORIAU GAS te Sint-Pieters-Leeuw met vergunning