

SALES CONDITIONS

it4ip S.A., registered in Belgium under the number BE0878817525, is a company that specialises in developing, manufacturing, and supplying track-etched membrane filters.

Here are the commercial terms for payment:

- All deliveries are made « EX WORKS » (EXW) under the Incoterms 2010, unless otherwise specified.
- All payments must be made in Euros via wire transfer. PayPal is also acceptable, but a 5.5% fee will apply.

Here are the bank accounts for payment.

IBAN number	SWIFT Code	Bank name
BE07 3701 1877 4466	BBRUBEBB	ING Belgique S.A.
BE31 7320 3008 9855	CREGBEBB	CBC Banque S.A.

Please note that all orders are accepted on a best-effort basis. If you need to cancel an order, a cancellation fee may be assessed and charged in proportion to the amount of work that has already been completed.

****General**** We, it4ip s.a., accept orders for the supply of goods and services only under the following general terms of sale. By placing an order with us, the Buyer is deemed to have accepted our general terms and conditions, thereby renouncing their own general terms and conditions of purchase, without our prior written agreement.

****Quotations**** A quotation shall supersede all previous quotations related to the same subject matter and become invalid unless accepted by the Buyer on or before the date specified in the quotation, or, if no such date is provided, on the sixtieth (60th) day following the date of the quotation. At any time before the Buyer accepts the quotation, we may withdraw or amend it. The Buyer shall indicate acceptance by issuing an irrevocable purchase order. The sale shall be considered concluded only when we have received a written acceptance of the order from the Buyer.

****Prices**** Unless otherwise specified in a quotation issued by us, effective prices are the prices applicable on the day of receipt of the purchase order. Our prices may be modified at any time without justification or notice. Unless otherwise specified in the quotation, prices are net payable in Euros (€) and are ex works, Louvain-la-Neuve, Belgium. Payment is to be made to our bank account. Any additional charges, such as transport and insurance charges, customs duties and charges, taxes, etc., before arrival at the destination of the goods shall be borne by the Buyer.

****Terms of Delivery**** The terms of delivery are indicative and not binding. Failure by the Buyer to accept delivery of any shipment shall entitle us to charge the Buyer for all direct or indirect expenses incurred thereby. The Buyer shall bear the risk and expenses of such shipment until delivery. We shall not be liable for delay in delivery or manufacturing arising from unforeseen circumstances such as actions by government, war, riots, strikes, lockouts, fire, breakdown of machinery, or from any other causes beyond our control. In these circumstances, our delivery obligations shall be extended or cancelled at our option. In the event of any product shortage arising from such delays, we reserve the right to allocate our products among our customers, as we deem equitable.

****Shipments**** Unless otherwise specified in the quotation, each shipment shall be delivered to the Buyer ex works in accordance with the 2000 Incoterms. The goods are shipped at the Buyer's risk, even when the transport charges are borne by us. We may ensure the full value of all products delivered at the Buyer's expense until we have been paid in full or until such products have been returned to us. We may suspend or cancel outstanding orders without prejudice to our rights against the Buyer, if the Buyer fails in his obligations to pay on the due date for previous invoices and if satisfactory action is not taken by the Buyer following notice thereof from us.

****Payment**** Our invoices are payable to our bank account on the due date indicated on the invoice. The goods will only become the Buyer's property once we have received full payment of the invoiced amount. Without affecting any other rights we may have under these conditions, we reserve the right to claim the price of the goods and charge interest at the rate of 2 % per annum above the base rate, as applicable, from time to time in accordance with The National Bank of Belgium. Failure to pay an invoice by the due date grants us the right to immediately demand payment of all unpaid invoices, including those not yet due. It also enables us to cancel or suspend outstanding orders without further notification, if this does not prejudice our right to claim damages.

****Warranty**** We warrant that the products we manufacture are free of any defect in workmanship or materials. No warranty whatsoever is granted by us with respect to products not of our manufacture, but we extend to the Buyer the warranty protection granted to us by the supplier of such products. Claims must be submitted immediately and must be confirmed in writing within eight days after delivery of the goods. All our warranty obligations shall cease and have no effect if the products are subject to accident, abuse, misuse, alteration, or negligence and are not maintained in accordance with maintenance programs approved by us. Our only obligation with respect to the warranties herein shall be to repair or replace at our cost and discretion, defective products or parts thereof. The warranties contained herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to those warranties of merchantable quality and fitness for any particular purpose, use, or application.

****Acceptance**** All products shall be deemed to have been accepted. If no claim has been submitted and confirmed in writing eight days after the delivery of the products, or upon the first use of a product by the Buyer, whichever occurs first, the acceptance shall be deemed to have taken place.

****Limitation of Damages and Liability**** Our liability to the Buyer for damages, however caused, shall not exceed the actual payment received by us for the product furnished or to be furnished. In no event shall we be liable for indirect, contingent, special, or consequential damages (including but not limited to loss of profit). We and the Buyer hereby acknowledge that the products as offered are highly sophisticated materials that should only be used by trained personnel.

****Law and Jurisdiction**** All agreements for the sale of products or services by it4ip s.a. shall be governed by the laws of Belgium within the exclusive jurisdiction of the Tribunals of the juridical area of Charleroi.



it4ip S.A.
1, avenue Jean-Etienne Lenoir • 1348 Louvain-la-Neuve (Belgium)
+32 (0)10 226114 • contact@it4ip.be • www.it4ip.be