

1. General

1.1 Karl Huysmans bvba, with additional trade name Flanders Scientific Europe, having its registered office in Tessenderlo, Weggevoerdenstraat 28, Belgium, with enterprise registration number 1029.223.052, shall hereinafter be referred to as the "Supplier", and the party that has entered into an agreement with the Supplier to purchase products or services from him shall hereinafter be referred to as the "Customer". The natural person or firm, engaged by the Supplier to transport the goods to the Customer shall hereinafter be referred to as the "Transporter".

1.2 These general terms and conditions shall apply to all the offers made by, and agreements entered into, with the Supplier. General terms and conditions of purchase, delivery, or payment of the Customer if any, are hereby expressly rejected, unless contractually stipulated otherwise.

1.3 The Customer shall be deemed to have taken cognisance of these general terms and conditions at the time of order approval.

2. Quotation and order

2.1 The validity period of the quotation shall be two weeks unless expressly stipulated otherwise in writing.

2.2 Orders shall only be binding if the Supplier has accepted this in writing.

2.3 Orders can not be modified or canceled after payment is confirmed and a final tax invoice is issued. If the Supplier agrees to cancel the order in writing, a 5% cancellation fee will be charged to cover transfer costs.

3. Price

3.1 Unless expressly stipulated otherwise in writing, all the prices mentioned shall be exclusive of VAT. Any other increase due to taxes or other levies shall be payable by the Customer.

3.2 Prices for appliances or components shall always be exclusive of placement, delivery or installation.

3.3 The Supplier reserves the right to revise its prices at any time, taking into account prior written quotations or contracts.

4. Payment

4.1 Payments for all products except services shall be made prior to dispatch or delivery, unless expressly agreed otherwise.

4.2 Services and related expenses shall be invoiced after the services are performed, and the payment period for such invoices shall be 30 days following the date of invoice, unless expressly agreed otherwise in writing.

4.3 If an invoice is not paid within the required period, all the outstanding invoices of the Customer shall become immediately due and payable.

4.4 Late payment interest of 8% per year shall be charged on every invoice that is not paid within the stipulated period, subject to a minimum of 50 Euros, plus 10% of the unpaid amount as damage compensation, without the need to issue a notice of default.

4.5 A cancellation fee of 2.5% of the total invoice amount will be charged in case the customer wants to cancel a web order paid online via Ingenico.

5. Delivery

5.1 The Customer shall bear the costs of delivery of the goods, unless expressly stated otherwise in the quotation and invoices.

5.2 In case of damage if any caused during transportation provided under our responsibility, the Customer shall be bound to immediately notify the Transporter of the damage on receipt of the goods, and require the Transporter to take cognisance of the damage found, take photographs of such damage, and further, notify the Supplier in writing about the same, within 4 hours thereof.

5.3 Collections by the Customer or by a person authorized by the Customer from the offices of the Supplier shall always be subject to Ex Works Incoterms. Orders under Intra-EC VAT regulations can not be collected from our offices by the customer.

6. Delivery periods

6.1 Unless expressly stated otherwise, the delivery periods shall always be indicative and non-binding. The Supplier can only be held liable for damage incurred due to delay of delivery if gross negligence on its part can be proved.

7. Ownership

7.1 The goods sold by the Supplier and other products arising from services shall always remain the property of the Supplier until the same are paid for in full, even if the same have already been integrated into other appliances or systems.

8. Complaints

8.1 Complaints relating to the goods delivered or the services provided shall not be accepted if they are not received by the Supplier in writing within 14 days after delivery.

9. Manufacturer's product warranty

9.1 The manufacturer's warranty on the appliances shall be 24 months according to the terms and conditions mentioned below.

9.2 The warranty shall only apply if all the following terms and conditions have been satisfied:

- The defects render normal use of the appliance impossible to a large extent.
- The appliance is installed in a suitable place in a correct manner.
- The appliance is used in a normal and responsible manner within a normal environment.
- The appliance is either powered through connection to the appropriate mains voltage of 230V/50Hz or 120V/60Hz via the IEC C14 connection provided for the same, or through connection to a battery of 12V or 24V as indicated on the appliance, in case it is equipped with a 4-pin XLR connector for battery supply.
- The appliance shall be maintained in a normal manner by personnel trained for this purpose, and no repair or modification shall be carried out without the express and written approval of the Supplier.

9.3 In order to be valid, a written claim under the warranty should be made no later than within five days after the defects are discovered. Every claim under the warranty must be accompanied by a detailed report including pictures about the defects and the circumstances in which the defects were found. Customer should fill out a service request (<https://flandersscientific.com/support/>) and return the product within 15 days after the initial claim.

9.4 Unless otherwise specified, the warranty shall be limited to the repair of the product free of cost, and if repair is not possible, the replacement of the same within a reasonable period.

9.5 The cost and responsibility for the transport of the appliance to the workshop of the Supplier for repair or replacement under warranty shall be borne by the Customer, while the cost of returning the same shall be borne by the Supplier.

9.6 The appliance shall always be returned for repairs in the original packaging, or in packaging specially made for the appliance.

9.7 The Customer must obtain an RMA # from the Supplier before shipping a return product to the Supplier. Return shipments not accompanied by a valid RMA # will not be accepted or eligible for repair, refund, or exchange.

9.8 If no defect is found in the appliance after investigation, the Supplier reserves to himself the right to charge for the time spent on testing the appliance and the cost of returning the product shall be borne by the Customer.

10. Evaluation period – right of renunciation

10.1 The Customer shall always have the right to either revoke the purchase, without stating any reason, within 14 days after receipt of the goods if the sale of the same has taken place without direct contact, for example via e-commerce or ordering through catalogue, by post, or by e-mail.

10.2 The return policy is designed to allow the Customer to evaluate our products at minimal financial risk. To that end and to prevent abuse of the return policy, the Customer may only return

1 of each model type for refund.

10.3 B-Stock or ex-demo items are sold 'As Is' and are not eligible for refund unless specifically agreed to by the Supplier before sale. B-Stock items may be exchanged within 30 calendar days of purchase for a store credit

10.4 If the sale is revoked, the Supplier shall be notified of this no later than the fourteenth day after receipt, and the goods shall immediately be sent back in a perfect condition in the undamaged original packaging to the offices of the Supplier. The Customer shall always bear the costs and the responsibility for the return of the appliances on exercise of the right to revoke the order.

10.5 The net price for the goods being returned under this renunciation right shall be credited to the Customer after the Supplier has inspected and approved the return of the goods, and shall refund the same within a reasonable period through payment into the Customer's account, exclusive of dispatch costs, taxes and duties, and other expenses if any.

10.6 Only 80% of the purchase price of the product will be credited if the original packaging is missing or damaged, or if there are visible signs of wear and tear on the product.

10.7 In case of damage to, or defect in the goods, the actual repair costs shall be deducted from the amount to be credited.

10.8 The aforesaid evaluation period and renunciation right shall not apply to software or customised and/or specially configured products.

10.9 The aforesaid evaluation period and renunciation right shall not apply to the XM310K and XM311K. These models will only be sold after an in-depth personal demo.

11. Limited responsibility

11.1 Unless contractually stipulated otherwise, the Supplier cannot be held liable for damage due to loss of data, wrong assessment of visual material or any damage whatsoever caused by appliances or services supplied by him.

11.2 If despite the above, the Supplier is held liable for any damage in a particular case, it only accepts the liability insofar as the same is covered under its insurance, subject to the amount of the benefit payment made by the insurance company.

12. Termination of the contract

12.1 The Supplier reserves the right to terminate the sale in case of grave negligence on the part of the Customer.

12.2 In case of substantial payment arrears of the Customer for previous deliveries and services, the Supplier reserves the right to unilaterally suspend all obligations vis-a-vis the Customer.

13. Jurisdiction

13.1 The court having jurisdiction over the judicial district in which the registered office of the Supplier is located, shall have sole competence to take cognisance of disputes if any.

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15. Site warranty disclaimer

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15.2 The Supplier does not warrant that the functions contained in the site will be uninterrupted or

error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components.

15.3 In the event that a product is mistakenly listed at an incorrect price, the Supplier reserves the right to refuse or cancel any orders placed for product listed at the incorrect price.