

1. GENERAL CONDITIONS OF SALE

Article 1 : Application

Each order entails acceptance by the Buyer of our general conditions which form an integral part of the agreement, excluding all other general or particular conditions emanating from the Buyer, unless otherwise agreed upon in writing.

Article 2 : Quotations and acceptance of the order

All sales are subject to and expressly conditioned upon the terms and conditions contained herein, and upon Buyer's assent thereto. The general conditions of sale of the Seller prevail against those of the Buyers. The order results from the information provided by the Buyer. An order stands for the period of 60 days, except for explicit, exceptional and written agreement. All prices are exclusive VAT. Our catalogues do not imply any offer and they are only given as an indication. The order is considered final by the Seller without a message of non-acceptance, that needs to be sent within 8 days after the receipt of the order or command. Price changes are possible without a preceding message in case of salary changes, changes in price of the raw material, changes in freight costs and parity of the euro, which can occur between the acceptance of the offer and the execution of the order.

Article 3 : Delivery

Sales and deliveries are made ex factory, except when the contracting parties agreed on other delivery modalities. The Buyer therefore bears all costs and risks relating to the goods as from the time they are put at its disposal in our premises. Transportation nor delivery costs are included in the price, except for explicit, exceptional and written agreement. Even in case the contracting parties have agreed on a delivery paid by the Seller, this only counts for the first delivery. In case the goods can't be accepted at the Buyer's warehouse, or when a redelivery is necessary, this always happens at the Buyer's own expense. In case of non-delivery of the goods due to the Seller, any possible advance payment made by the Buyer will be repaid without interest or any other indemnity. It is preferable to control and to test the conformity of the delivered goods so that eventual defects can be notified immediately. The Buyer needs to dispose of enough facilities and manpower to unload the goods.

Article 4 : Delivery times

The delivery times specified are always approximate, they are observed as much as possible, but they are non-binding as they are only given as an estimate. No delay in delivery may lead to the rescission of the sale or payment of damages to the Buyer, except for explicit, exceptional and written agreement. The declared delivery times start to take effect from the moment the Buyer supplied all necessary information that makes the Seller able to make an order. We are entitled to perform partial deliveries.

Article 5 : Retention of title

The goods delivered remain the property of the Seller until the price has been paid in full, including any costs and charges, interest for late payment and indemnities. In case of non-payment upon due date, we are automatically entitled to claim the goods back, at the expense of the Buyer. The retention of title doesn't prevent the fact that all risks to which the goods are exposed shall pass to the Buyer upon delivery, confirm article 3.

GENERAL CONDITIONS OF SALE SPECIFICATIONS FOR PRODUCT LIABILITY

Article 6 : Complaints

Contestations concerning weight and damage need to be made immediately after receipt of the goods. In the event of non-conformity, the complaints, in order to be valid, must be notified to us by registered mail within five days after delivery of the goods. Contestations concerning hidden defects, in order to be valid, need to be made within fifteen days after the discovery of the defect or after the moment at which such discovery reasonably should have occurred. A legal action based on hidden defects must be brought in courts, under penalty of estoppel, at the latest within six months after the discovery of the defect or after the moment at which such discovery reasonably should have occurred. Taking delivery of the goods by the Buyer or its executing agents entails acceptance of any defect or non-conformity that could have been ascertained at that time.

Article 7 : Warranties

The warranty of our products is strictly limited to repairing or replacing defective or non-conforming goods free of charge and, if this is not possible, restitution of the invoiced price. This warranty is only valid during a time period of one year after the invoice date. This warranty is not valid in case of unprofessional installation, bad maintenance, attempts to utilize the goods under conditions that exceed the designed capabilities and external negative effects. We are not liable for expenses for assembly and disassembly and all other direct or indirect expenses.

Article 8 : Liability

In case the liability of our company is involved, there is a limitation of 200 euro per case and with a maximum of 500 euro per order. We are only liable for damage resulting from hidden defects, our misrepresentation or serious faults. The Seller shall not be liable for direct or indirect costs like costs of assembly or dismantling. The Seller shall not be liable for damage due to external determining factors like obstructions in the working area of the gear, the window or the door which could prevent the normal working and cause damage, inaccurate and uncontrolled use of windows and doors which could damage the gear, bigger forces on the window or the door than indicated in the special specifications and installation of the gear on larger and/or heavier or incorrectly proportioned windows as described. We are also not liable for malfunctioning of the gear if this is caused by not adhering to the installation and operation instructions. The specifications about product liability which are separately described in the catalogue, should be strictly followed by the Buyer.

Article 9 : Superior power

We are not liable for any delay in the performance of or failure to perform our obligations under the agreement arising from any event beyond our reasonable control, including situations of war, political events, interruptions in production, supply difficulties, shortages of raw materials, labour, energy or transport or delays in transportations, strikes, lock-outs, work interruptions or any other collective labour dispute affecting either ourselves or our suppliers, even if these events are foreseeable.

Article 10 : Prices and payment

All invoices are payable at our company seat at Zulte on the date indicated, cash, net and without deduction or discount, unless otherwise agreed on and confirmed in writing. Contestations regarding the invoices, in order to be valid, must be formulated in detail by registered mail within 10 days after the invoice date. No grounds such as e.g. the filing of a complaint regarding the delivered goods, shall free the Buyer from its payment obligations. An interest equal to 11% per year shall accrue, ipso jure and without notice, as from the due date in the event of any delay in the payment of the invoices. Any month having commenced shall be regarded as a full month. In case of total or partial non-payment of an invoice upon due date, the Buyer shall, ipso jure and without notice, upon the interest, owe an indemnity of 15% of the amount remaining due, with a minimum of 125 euros. If an invoice is not paid in whole or in part upon due date or if the Buyer violates any of its other obligations under the agreement, we are entitled, ipso jure and without notice, to postpone performance of all agreements with the Buyer or to terminate all agreements concluded with the Buyer with immediate effect, without any judicial order being necessary, and to claim immediate payment of all debts, including those not yet due, notwithstanding any prior agreement and without prejudice to any other right to which we are entitled.

Article 11 : Disband

In case the Buyer breaks the contract, obstructs the delivery or in case of non-observance of the agreement by the Buyer, the Seller has at all times the possibility to disband the contract. In case the contract is cancelled by the Buyer, the Seller can claim damages equal to 75% of the contract's worth exclusive VAT. If an invoice is not paid in whole or in part upon due date or if the Buyer violates any of its other obligations under the agreement, we are entitled, ipso jure and without notice, to postpone performance of all agreements with the Buyer or to terminate all agreements concluded with the Buyer with immediate effect, without any judicial order being necessary, and to claim immediate payment of all debts, including those not yet due, notwithstanding any prior agreement and without prejudice to any other right to which we are entitled. Failure to take immediate action against a contract breach by the Buyer shall in no case be considered a waiver by us to take action against this breach at a later point in time.

Article 12 : Separability

The fact that one of the clauses of these general conditions is declared null and void shall not affect the validity of the other clauses.

Article 13 : Competence

All agreements executed with the Buyer are governed by the Belgian Law. All disputes fall under the exclusive jurisdiction of the court indicated by the Arbitration Institute according to the regulations of the Arbitration SDR (Standard Dispute Rules). You can obtain the regulation at the secretariat in Brussels (fax 32-(0)-790.12.66).

Article 14 : Product liability

We refer to the guidelines concerning product liability (listed in our catalogue). On request the client can at any time recover a catalogue. By placing an order the client is expected to have taken considered these guidelines.

GENERAL CONDITIONS OF SALE SPECIFICATIONS FOR PRODUCT LIABILITY

2. SPECIFICATIONS FOR PRODUCT LIABILITY - PRODUCT INFORMATION

In accordance with the Belgian law of 25 February 1991 regarding the liability for products with one or more faults, the manufacturer is responsible for injury caused by a product which does not provide the expected safety. The following aspects should be taken into consideration:

- the presentation of the product
- the correct application of the product
- the moment at which the product is launched to the market

Listed below are some general and special specifications concerning the presentation and the application of our products. The customer should adhere to these specifications very carefully. The customer is responsible when any kind of damage is caused to themselves or third parties due to not adhering to these specifications.

General specifications:

Sobinco does not produce window and door sections, or windows and doors, but only window and door fittings. We are not liable for the window and door drawings in this catalogue as they are only given as examples.

Our catalogues do not imply any offer and are only given as an indication. All our quotations are non-binding. We are only bound by an order after we have accepted it in writing or after we have commenced performance thereof. We also refer you to our general terms and conditions (see previous pages) to which each order placed with our company, is subjected.

Alterations to shapes, dimensions, weights and materials of products in this catalogue may occur due to continuous improvement of products. We reserve the right to carry out these alterations without informing our customers. We accept no liability for printing or technical errors and It is the customer's responsibility to check that product information in literature is up to date. The latest versions can be obtained on request. Sobinco is not liable for customer's use of out of date information.

For a satisfactory operation of our products:

- the designer should request product information from the manufacturer and comply with the specifications;
- the company who fits the hardware should study the product information, and if necessary should request installation drawings, maintenance and operation specifications from the manufacturer. These in turn should be handed over to the person who installs windows and doors;
- the person who installs windows and doors should apply for maintenance and operation drawings from the manufacturer and hand them over to the customer. When other people have access to rooms where new windows and doors have been recently installed, the user should be instructed verbally or by means of an instruction sheet or manual how to operate the window to avoid possible misuse.

Special technical specifications:

The special specifications refer to the following subjects:

1. Product information and appropriate use
2. Inaccurate application
3. Product performances
4. Maintenance of the product
5. Information and instruction commitment

These special specifications apply to every chapter:

- A. Turn-tilt windows
- B. Tilt-turn windows
- C. Side hung windows
- D. French casement windows
- E. Bottom hung open in windows
- F. Project-out windows and top hung windows
- G. Fan light windows
- H. Horizontal and vertical pivot windows
- K. Doors
- L. Sliding doors

