



# General Terms and Conditions of Sale

*Engineered Solutions* <sup>(+)</sup>

## I. General Provisions:

All quotations made by, all orders received and all supplies made by the company MTK+ BEARING FACTORY Inc. (hereinafter: seller) are governed by the present general terms and conditions of sale.

These terms and conditions come into force, tacitly, after:

- receipt of a purchase order (whatever the form) issued by the Buyer (hereinafter: the customer).
- delivery of the goods to the customer,
- invoice of the first delivery.

By signing the distributorship agreement or the order, or accepting the order confirmation, the customer expressly acknowledges and accepts the present terms and conditions of sale.

In the absence of a signed contract, the contractual relationship between the seller and the customer will also be completely determined by the present general terms and conditions of sale. These terms and conditions supersede all previous written or oral agreements. The agreement is based on a variable price or based on an indication of prices prevailing on the date of signature of the order to which the present general terms and conditions of sale is applied. In case of cancellation of an order by the seller, regardless of the amount of the order, the direct and indirect costs arising will be passed entirely to the customer. In addition, a 10% compensation of the amount of the order will be applied to the customer. The agreements are concluded or are expected to be concluded at the seller's head office in Kortenberg / Brussels - BELGIUM.

## II. Quotations:

All quotations of the seller are valid for 14 calendar days, unless otherwise stated and are not binding, unless otherwise stipulated formally. The prices in the quotations of the seller are given without commitment. Any difference between the price mentioned in the quotation and the price to be ordered by the customer cannot in any way give any right to the customer for legal actions.

## III. Delivery time:

The delivery times are given for informational purposes and may not be binding on the seller. The possible delays in the deliveries of goods, whatever the durations of delays, generate no right to any compensation, nor any right of termination of the agreement in its whole or partly.

## IV. Order fulfillment and transfer of risk:

A partial execution of an order not discharge in any case the customer of its payment obligations of the part (s) executed. After the sale and especially after delivery to the address mentioned in the quotation of the customer, the goods will be at the sole expense and responsibility of the customer and the latter will be the sole responsible for any damage to goods which may come from a mistake of the customer, i.e.: neglect during handling, non-conforming of transport conditions, bad storage, non-conform mounting, misuse, poor maintenance, etc.

## V. Warranty and complaints:

The warranty period is eighteen (18) months from the date the goods leave the warehouse of the seller (Kortenberg / Brussels - BELGIUM).

During the warranty period (after delivery to the address specified in the order), the customer will remain the sole responsibility of the storage conditions, handling, transport, use, installation and maintenance of all the goods delivered by the seller.

The seller warrants; the conformity of the goods to the specifications of the manufacturing plant, defects in materials and in manufacturing provided they are guaranteed by the factory. In this case, the customer will only have the right to request the correction or replacement of the defective part and not the termination of the order.

On delivery, the customer is supposed to perform the conformity (visual quality and quantity) of goods. All possible complaints regarding compliance should be reported to the seller within a maximum period of five working days. After this period, no claim will be admissible.

Possible defects must absolutely be informed within seven working days from the time the customer has found or could find an infringement, up to six months after the date of delivery of the goods and provided that the storage conditions, handling,

transportation, installation, use and maintenance of the goods have been met by the customer in accordance with the rules of good practice and bearing specifications.



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## **VI. Retention of title clause:**

The delivered goods remain exclusively the property of the seller as long as the customer has not fulfilled all of its payment obligations [basic amount will be increased with any costs, interest and penalties in accordance with the requirements of section 3]. Article 20, 5°. Mortgage law is in force. As long as the customer has not fulfilled all of its payment obligations, the latter to the obligation to keep the goods in their original condition in an appropriate environment and in the storage conditions comply with the specifications. During this waiting period, the goods remain the exclusive property of the seller.

The customer is not allowed to sell the goods, to transform them, to sell them to a third party or dispose of any other way as long as the sales price has not been paid in full. If the goods are sold despite everything, the right on the selling price resulting replaces the goods sold, then the seller will assert its lien. Pursuant to these provisions, the seller has the right to immediately take back the goods [including all accessories] sold where they are. All costs related to the removal, transportation and other interventions being at the charge of the customer. All potential damage to goods sold are also charged to the customer. The customer is obliged to inform the seller where the goods sold are and to give its full cooperation in connection with the abduction. If this removal would be hindered by the customer, its employees or its creditors, by any process whatsoever, the customer will be liable, automatically, to an allowance of 500,00 € per day until the day the goods are in possession of the customer.

In such cases, the deposit may be paid by the customer is definitively acquired by the seller.

## **VII. Payment terms:**

The total amount will be charged upon delivery of the goods. The customer pays the invoice amount in accordance with the terms and conditions of payment of the invoice or by default mentioned herein or in the eventual signed agreement. The Seller's invoices are payable in Brussels / Belgium, at the latest within thirty days from the date of invoice or following the conditions mentioned in the eventual signed agreement.

All partially and totally unpaid invoices at contractual maturity, will be increased, automatically and without notice, by a lump sum [administrative costs] and irreducible 18% on the outstanding amount with a minimum amount of 50,00 € per invoice. The costs of invoices or unpaid checks and other collection expenses [including attorneys' fees], are not included in this fixed compensation, these will be charged separately into the account of the customer. A payment made to an agent or an intermediary is not considered to be binding to the seller. Without any prior notice, the late payment penalties will be applied to an interest rate of 1.5% per month. Each started month is calculated as a full month.

Protesting and disputing an invoice must be made in writing [by registered post mail] within 14 days of the invoice date and must always include the date and invoice number. In case of non-compliance with this clause, all claims will be automatically considered as null and void and filed without further action. Compensation by demands counterclaims and claims for compensation, justified or not, is not permitted. Regardless of the recipient of the invoice, either the customer who made the order himself or a direct customer of the customer, or a third party, informed by the customer to the seller, required to be invoiced, the customer will be held jointly and severally liable to pay our invoices.

In case of non-payment, the seller also reserves the right to treat the contract as terminated as of right and without any formal notice, possibly by means of a simple letter, for all or for a part not yet executed. In such cases, the instalment paid by the customer is definitely acquired by the seller and the seller will have the right to request the return of the goods. This termination does not release the buyer from liability to pay additional fees and default interest.

## **VIII. Termination of the agreement:**

The seller reserves his right to treat the contract as terminated as of right and without any formal notice, in case of bankruptcy, receivership, judicial composition, insolvency or any change in the legal status of the customer. In this case, the retention of title [Article VI] as mentioned above, will find its application, and the eventual instalment, paid by the customer to the seller will be definitively acquired by the seller.

## **IX. Force majeure:**

When the seller is not able to perform the contract due to a force majeure, a strike, a "lock-out", a delay occurred at his own supplier, etc., the seller reserves his right to terminate the contract, this does not give the customer any right to compensation.

## **X. Governing Law and Jurisdiction:**

The contracts and agreements of the Seller are governed, exclusively, by the Belgian law. Only the courts of the district of Brussels are competent to judge eventual disputes and/or drawbacks, both, for deliveries in Belgium and abroad. The customer can propose alternative dispute resolution; the seller will formulate its response after internal consultations.