

## **ARROW LUXEMBOURG GENERAL CONDITIONS OF SALE**

### **1- GENERAL PRINCIPLES**

- 1.1. These general terms and conditions of sale apply to products sold and/or services provided by ARROW LUXEMBOURG (hereinafter "ARROW LUXEMBOURG").
- 1.2. These general terms and conditions of sale are systematically attached to any commercial proposal sent by ARROW LUXEMBOURG to customers and the customer expressly acknowledges having read them. Consequently, any order sent to ARROW LUXEMBOURG necessarily entails, as a substantial and determining condition, the customer's full and unreserved acceptance of these general terms and conditions of sale.
- 1.3. ARROW LUXEMBOURG's general terms and conditions of sale constitute the law of the parties and are valid for all customers of ARROW LUXEMBOURG who are deemed to have accepted them as such. They shall supersede any clause to the contrary which ARROW LUXEMBOURG has not expressly agreed to sign, without compulsion. In any event, any contrary provisions of ARROW LUXEMBOURG's customers shall not be binding on ARROW LUXEMBOURG.
- 1.4. The fact that ARROW LUXEMBOURG does not avail itself of any of the provisions of these general terms and conditions of sale at a given time shall not be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date.
- 1.5. The Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 and the Hague Convention relating to a Uniform Law on the International Sale of Goods of 1 July 1964 are not applicable to the business relationship between ARROW LUXEMBOURG and its customers.
- 1.6. Any customer of ARROW LUXEMBOURG may not mention or use the trademarks, logos, documents, projects, studies or any other intellectual property rights belonging to ARROW LUXEMBOURG without the express prior written authorisation of ARROW LUXEMBOURG for the sole purpose of promoting the resale of the products marketed by ARROW LUXEMBOURG under the conditions normal to its activity. ARROW LUXEMBOURG reserves the right to oppose, cause to stop or claim compensation for any use that it deems to be unfair, constituting an act of commercial parasitism, or contrary to its image or to rights that it has granted or which it has been awarded.

### **2- PRICE**

- 2.1. All prices are quoted ex works Belgium. Invoicing shall be based on the price list in force on the day the products are shipped. Unless expressly stated otherwise, all prices are in Euros, exclusive of VAT and any other taxes and/or fees, and do not include installation, commissioning, transport and training costs or any other costs.
- 2.2. Prices quoted in any ARROW LUXEMBOURG publication are subject to change without notice and do not constitute a definitive price quotation or a specific offer to sell. Such documentation is only a general source of information, and the prices contained therein must be confirmed by a specific sales proposal.

### **3- SALES PROPOSALS – ORDERS**

- 3.1. All sales proposals must be confirmed in writing (letter, fax, e-mail) by ARROW LUXEMBOURG to the customer, who shall have a period of thirty (30) days to accept it in writing, unless otherwise stated in the sales proposal, failing which it shall lapse. ARROW LUXEMBOURG shall only be bound by any sales proposal after the customer has accepted the sales proposal, which shall then become an order.
- 3.2. Orders sent to ARROW LUXEMBOURG shall only become final after acceptance by ARROW LUXEMBOURG. Acceptance may result in the dispatch and invoicing of the products and/or services ordered.
- 3.3. Orders for products must be sent to the registered office of ARROW LUXEMBOURG at the latest two (2) working days before the desired delivery date. Within this period, ARROW LUXEMBOURG shall endeavour to fulfil any order, without any late order being binding on ARROW LUXEMBOURG.
- 3.4. Unless expressly agreed otherwise in writing by ARROW LUXEMBOURG, the prices referred to in

the sales proposal include packaging in accordance with ARROW LUXEMBOURG's standards. Any additional packaging that may be requested by the customer or required by the mode of shipment may be charged extra by ARROW LUXEMBOURG.

3.5. Any change or cancellation of an order requested by the customer can only be taken into account if (i) it is received by ARROW LUXEMBOURG at least ten (10) working days prior to the dispatch of the products and (ii) it has been accepted by the supplier of ARROW LUXEMBOURG. After this period, no further changes can be made. Any change to the order concerning the products, the delivery date or any other component of the order must be confirmed in writing and shall only become final after prior agreement by ARROW LUXEMBOURG. Any changes approved by ARROW LUXEMBOURG may result in changes to price, delivery, specification and/or other changes.

3.6. Any order accepted by ARROW LUXEMBOURG and cancelled by the customer will be subject to cancellation charges, including in particular the costs already incurred and the commitments made by ARROW LUXEMBOURG. Cancellation fees are set at a minimum of 20% of the value of the products and/or services subject to cancellation.

3.7. ARROW LUXEMBOURG will only honour orders of a minimum amount of one hundred (100) Euros (excluding transport and/or administration costs) if the customer provides sufficient financial guarantees. ARROW LUXEMBOURG reserves the right to deviate from the above criteria by prior express written agreement.

3.8. ARROW LUXEMBOURG reserves the right to make full or partial deliveries without incurring any penalties.

#### **4- DELIVERY AND TRANSFER OF RISK**

4.1. Delivery periods shall only commence on the date on which ARROW LUXEMBOURG has received all information necessary for the execution of the order and has accepted the order.

4.2. Delivery times are indicative and non-binding. Therefore, ARROW LUXEMBOURG shall not be liable for any delay in delivery, and no penalty shall be payable by ARROW LUXEMBOURG in the event of cancellation or delay in delivery. ARROW LUXEMBOURG shall not be liable for any damage caused by delays in delivery, regardless of the reason.

4.3. ARROW LUXEMBOURG reserves the right to choose the mode of transport and the place of departure of the products ordered. In all cases, the products will travel at the customer's risk as soon as they are picked up by the carrier. The customer shall bear all shipping and related costs, regardless of the particular conditions of delivery.

4.4. In the event of damage, loss or delay in delivery due to the fault or negligence of the carriers, even those chosen by ARROW LUXEMBOURG, the customer is responsible for making precise and clear reservations in the presence of the driver on the duly dated and signed delivery note, with a confirmation to the carrier by registered letter within three (3) working days of delivery, and for sending a copy of such reservations together with the relevant delivery note to ARROW LUXEMBOURG by registered letter with acknowledgement of receipt within five (5) working days of receipt of the goods, failing which the claim against ARROW LUXEMBOURG shall be barred.

4.5. Without prejudice to the provisions of Article 5 hereinafter, products delivered which do not comply with the customer's order as accepted by ARROW LUXEMBOURG shall only be taken back by ARROW LUXEMBOURG if the latter has been informed thereof in writing within five (5) working days of receipt of these products.

#### **5- RETURN OF PRODUCTS**

5.1. Any return of products must be authorised by ARROW LUXEMBOURG. Products which have been modified by the customer cannot be returned to ARROW LUXEMBOURG under any circumstances. Any product returned without the prior consent of ARROW LUXEMBOURG shall remain at the disposal of the customer and shall not give rise to any credit note.

5.2. With the exception of products that are returned under warranty, no authorisation will be given for the return of products whose original invoice date is more than ninety (90) days prior to the date of the return authorisation request.

5.3. ARROW LUXEMBOURG's approval of the return will be evidenced by the transmission of a return number to the customer ("RMA Document").

5.4. Returned products must be accompanied by the RMA Document.

5.5. Returned products must be carefully packaged so that they reach ARROW LUXEMBOURG undamaged and are transported at the customer's risk and expense and insured by the customer. The container with the returned products must clearly state "RMA No. XXXX". All products to be returned must be sent to the address indicated by ARROW LUXEMBOURG on the RMA Document. The products must be returned to ARROW LUXEMBOURG without delay after the RMA Document has been sent. If ARROW LUXEMBOURG does not receive the products referred to in the RMA Document within a maximum period of fifteen (15) working days, no return can be accepted by ARROW LUXEMBOURG and the customer cannot claim any credit.

5.6. The cost of returning the returned products to their marketable condition shall be borne by the customer, unless the conditions and circumstances which caused the return of the products render ARROW LUXEMBOURG liable in accordance with these General Terms and Conditions of Sale, in which case ARROW LUXEMBOURG shall additionally bear the costs of returning the products to the customer.

5.7. Products not covered by the warranty which are accepted for return will be subject to a minimum restocking charge of €200 or 30% of the invoice amount (excluding any costs of returning products to a marketable condition), whichever is higher, and reimbursement of any transport costs incurred by ARROW LUXEMBOURG.

## **6- TERMS AND CONDITIONS OF PAYMENT**

6.1. Invoices are payable in full within thirty (30) days of the invoice date, unless otherwise stated on the invoice, to the address stated on the invoice. In the event of failure to pay on the due date, the customer shall forfeit the right to price reductions (discounts, rebates) which have been provided for in ARROW LUXEMBOURG's pricing conditions.

6.2. Payments shall be made by one of the following methods of payment after ARROW LUXEMBOURG has agreed to the method of payment chosen by the customer: – Bank transfer – Cheque – Cash.

6.3. Payments shall be made in the currency of the invoice, without any reduction being applied on account of any direct or indirect taxes, levies or duties of a similar nature, of a fiscal or parafiscal nature, including in particular VAT or bank charges.

6.4. Any billing error must be reported by the customer in writing within ten (10) days of the date of the invoice, failing which no credit note can be issued.

6.5. Penalties will be automatically applicable when payment is not made on the due date. Amounts not paid on the due date shall accrue interest at the rate of 1% per month for the period in question, without ARROW LUXEMBOURG being obliged to issue any notice of default to the customer, who expressly waives this obligation.

6.6. Any payment made after the date of payment shown on the invoice will automatically result in ARROW LUXEMBOURG choosing: - the application of late payment penalties, calculated by applying a rate equal to the rate referred to in 6.5. and/or the invoicing to the customer of the costs of reminders, formal notices, collection costs and, more generally, all other costs of any kind associated with the collection of the sums owed to ARROW LUXEMBOURG; - and/or the forfeiture of the term of payment and, as a result, the immediate payment of all sums due to ARROW LUXEMBOURG, even if they have not yet fallen due, and the obligation to return all of the goods which have not been paid for, at the cost (transport, checks, etc.) and risk of the customer; - and/or the cancellation of the sale, without prejudice to the application of the retention of title clause referred to in the following article, as ownership of the delivered goods not paid for has not been transferred to the customer; - and/or the right for ARROW LUXEMBOURG to suspend and/or waive the execution of current sales and/or to demand payment on delivery for future sales until the situation has been fully settled and/or to set off the amounts owed against any sums due on any grounds whatsoever to the defaulting debtor.

In the event of collection by bailiff or court, an indemnity equal to 10% of the sums due shall be payable as a penalty clause.

6.7. ARROW LUXEMBOURG only accepts set-off when the claims in question are reciprocal, certain, liquid and due, i.e. in compliance with the provisions of Articles 1289 et seq. of the Civil Code governing the legal set-off mechanism. Compensation for any delay or damage claims shall only be possible after ARROW LUXEMBOURG has been able to verify the existence of the relevant claim and subject to the provisions of these General Terms and Conditions of Sale regarding the determination and assessment of such penalties. In any event, the customer shall indicate which invoices are affected by the set-off under these conditions in order to enable ARROW LUXEMBOURG to carry out the necessary accounting reconciliation and to avoid the risk of payment incidents.

6.8. If the customer owes ARROW LUXEMBOURG several payments, it is agreed that the payments shall be set off against the oldest debts. Consequently, the customer expressly waives the provisions of articles 1253 to 1256 of the Civil Code.

6.9. ARROW LUXEMBOURG reserves the right to determine for each of its customers the maximum amount of supplier credit granted, in particular on the basis of the financial information provided to it.

6.10. In the event of deterioration of the Customer's credit or in the absence of sufficient financial information, ARROW LUXEMBOURG reserves the right, even after partial shipment of an order, to demand from the Customer such guarantees as it deems appropriate for the proper performance of the commitments entered into. Refusal to do so shall entitle ARROW LUXEMBOURG to demand payment before dispatch of the goods and/or to cancel the order in whole or in part and thus to discontinue any delivery.

6.11. ARROW LUXEMBOURG reserves the right to request advance payment before dispatch of the products for any order placed by a customer who does not have an account in its books.

## **7- RETENTION OF TITLE**

7.1. The transfer of ownership of the sold product is subject to the full payment of the price on the due date by the customer, it being understood that payment means the effective receipt of the agreed price in principal, interest and all incidental costs by ARROW LUXEMBOURG.

7.2. In the event of resale of the products by the customer prior to full payment as defined in 7.1 above, the customer shall immediately pay the balance of the price still due to ARROW LUXEMBOURG or inform the sub-purchasers that the products are subject to a retention of title clause and notify ARROW LUXEMBOURG of such transfer so that ARROW LUXEMBOURG may preserve its rights and, if applicable, assert a claim on the resale price against the sub-purchaser.

7.3. The products may not be pledged or used as any other security or guarantee whatsoever for the benefit of anyone other than ARROW LUXEMBOURG. In the event of garnishment or any other intervention by a third party on the products, the customer must inform ARROW LUXEMBOURG without delay in order to enable it to oppose such intervention and to preserve its rights.

## **8- INSTALLATION AND TRAINING**

ARROW LUXEMBOURG can offer an installation service for the products sold as well as a training service. These services can be ordered by the client according to the provisions of Article 3 above and the details (place, date, time, etc.) will be specified on the corresponding order form. These services will be invoiced by ARROW LUXEMBOURG at the rates then in force.

## **9- FORCE MAJEURE**

ARROW LUXEMBOURG reserves the right to suspend or terminate the sale, in whole or in part, in the event of *force majeure*, defined as any event which is likely to halt, reduce, delay or render economically unprofitable the manufacture of products or the transport of goods or prevent the normal performance of the contract, without being held liable. Events of *force majeure* include, but are not limited to, measures taken by civil or military authorities, fire, flood, epidemics, quarantine restrictions, war, embargoes, riots, strikes, delays in transportation, or the inability of ARROW LUXEMBOURG, for reasons beyond its reasonable control, to obtain from its usual suppliers the

necessary engineering, labour, material or manufacturing resources. In the event of such a delay, the delivery date shall be postponed for such time as is reasonably necessary to compensate for the delay.

#### **10- WEIGHT AND DIMENSIONS**

The weights indicated on the packages are carefully estimated but are not guaranteed. The dimensions given in the catalogues are approximate. For drawing purposes, certified dimensional drawings are available on request.

#### **11- TAXES AND CONTRIBUTIONS**

The customer shall pay or reimburse ARROW LUXEMBOURG for any direct or indirect taxes, levies or duties of a similar fiscal or parafiscal nature, as well as any specific contributions imposed by the regulations, including in particular VAT, in connection with the services provided and/or the purchase, delivery or shipment in question.

#### **12- WARRANTY AND LIMITATION OF LIABILITY.**

Despite all the care taken by ARROW LUXEMBOURG in checking the products and executing the orders, it is possible that a defect in conformity or quality may occur. ARROW LUXEMBOURG's warranty is limited to that given or offered by the manufacturer and/or publisher, who shall remain solely responsible for damage caused by their products.

#### **13- EXPORT CONTROLS**

13.1. Due to the advanced technology applied, some ARROW LUXEMBOURG products require an export licence.

13.2. If the customer is exporting products from its country that require an export licence, it will need to comply with any necessary controls, including: (a) any re-export control of the United States, under the jurisdiction of the Department of Commerce, Washington D.C., U.S.A. and (b) any export control of the customer's own country. In addition, ARROW LUXEMBOURG will only comply with a boycott request to the extent that it can do so without violating the laws and regulations of the United States.

#### **14- APPLICABLE LAW AND JURISDICTION**

These general conditions of sale are governed by Belgian law. Any dispute that may arise on the occasion of or in connection with these general terms and conditions of sale shall be submitted to the courts of Brussels, to which the parties expressly attribute exclusive jurisdiction, even in the event of multiple defendants or third-party claims, and regardless of the place of delivery of the goods ordered.