

GENERAL CONDITIONS LEMO CONNECTORS NEDERLAND B.V.

These general conditions apply to all agreements made between LEMO Connectors Nederland B.V. (hereinafter referred to as: LEMO) and her customers, and also to separate agreements made at a later date and which are related or not to previous agreements. The applicability of the general conditions of the client is explicitly rejected.

1. Offer and acceptance

Each offer made by LEMO is without obligation. The offers of LEMO are valid for a period of 30 days. An agreement is only made on the day on which LEMO sends the order confirmation to the customer (electronic or not).

2. Documentation, catalogues, drawings, dimensional descriptions etc.

LEMO continuously works on the improvement of the quality of her products; the prices, instructions and illustrations provided in the LEMO's documentation may change.

3. Prices

Unless determined otherwise, the prices quoted by LEMO are gross prices in euro's, including packing costs and any shipping costs within the Benelux. Outside the Benelux shipping costs are at the customer's expense. Taxes and other levies or rights are at the customer's expense. De prices listed in the agreement may change as a result of economic or technical circumstances. In that case LEMO shall inform the client of this and the customer will be free to cancel the offer when de price has increased, without the customer or LEMO being entitled to any compensation.

4. Payment

Customer is obliged to pay the LEMO's invoices within 30 days, after the invoice date, without any suspension or settlement. If the order was placed by more than one (legal or natural) person, then they are all severally liable for payment. LEMO is entitled to ask for payment security when she deems this advisable, and the customer is then obliged to provide this security by return. In case of overdue payment or not providing the requested security LEMO is entitled to dissolve the agreement without further notice of default and without prejudice to her rights to claim compensation.

5. Delivery time

The delivery times are always indicative and may be altered, such also in relation to the dependence on the suppliers of raw materials. If a delivery time is exceeded with more than 30 days then the agreement can be cancelled by the customer without any notice of default or right to claim compensation.

6. Delivery

Unless agreed otherwise in writing the delivery of the ordered goods will take place at the office of LEMO (ex Works). Any shipping is at the customer's risk, also in the event that LEMO pays or partially pays for the costs. If the customer has timely indicated that he wishes to use transport insurance and has subsequently agreed this in writing with LEMO, then LEMO shall arrange for a transport insurance at the customer's expenses. The customer takes care of any required formalities, including customs formalities. If the client does not cooperate with the delivery of the goods at the time communicated by LEMO, the goods will be kept in stock at the customer's expenses and risk as of the time that the delivery was planned.

7. Complaints

Immediately after receipt the customer should check the goods for visual defects as well as for functionality. All complaints should be made in motivated writing to LEMO within 8 days, after receipt of the goods and be discovered after inspection. Other complaints should be reported in writing to LEMO within 8 days, reasonably be detected, after their discovery, failing that all claims for compensation in that matter have lapsed. LEMO should be given the opportunity for examining the character and correctness of the claims.

8. Guarantee and exoneration

LEMO guarantees the products delivered by her during a period of 12 months after first delivery in conformity with the following. Defects of her products reported in time will be repaired within 12 months after delivery without any costs, as far as these defects do not result from normal tear and wear, from improper use or no observance of the instructions regarding the use or safety. The guarantee expires if repairs are carried or alterations are made to the delivered goods performed by thirds, without LEMO's prior consent.

In case performance of the agreement by LEMO or persons aiding her leads to liability, then this liability is limited to the amount of the price paid by the customer for the concerning order from which the liability ensues. However LEMO is never liable for consequential loss, indirect loss or trading loss. Each liability – such as stagnation damage and lost profit – is in all cases limited to € 2.500,-. All rights related to LEMO's liability lapse one year after the day on which the event causing the loss occurred.

9. Returns

Goods or components which are returned to LEMO should in all cases be accompanied by a copy of the purchase certificate and the invoice, and the NCR-number provided by LEMO when reporting a complaint.

Shipping should take place in the original packing or another packing providing sufficient protection for the goods.

10. Retention of title

Without prejudice to the risk transfer at the moment of delivery all the matters delivered by LEMO remain her property, until the moment that the customer has fully fulfilled his payment obligation towards LEMO under the heading of any agreement entered into with LEMO, including claims related to the failing of the performance of an agreement (such as interests and costs).

11. Law and choice of forum

The legal relation between LEMO and her customer is governed by Dutch law, while the Vienna Sales Convention does not apply. All disputes between LEMO and her customers will in first instance be settled by the court North-Holland, Haarlem.