

GENERAL SALES CONDITIONS

These general sales conditions govern all contracts and relationships between the customer and ACCUMALUX AUSTRALIA. Any other conditions, like the customer's, will bind ACCUMALUX AUSTRALIA only upon its written confirmation. In any case, the sales conditions available on the ACCUMALUX AUSTRALIA website (www.accumalux.com) prevail on any other version of sales conditions. They can at any time and without any notice be changed by ACCUMALUX AUSTRALIA. The acceptance of an offer from ACCUMALUX AUSTRALIA or any order to ACCUMALUX AUSTRALIA means an unreserved acceptance of the present sales conditions.

1. Deliveries.

- 1.1. Agreed delivery terms are indicated as precisely as possible taking the production time into account.
Delays in delivery shall never entitle the Customer to claim damages, deductions or cancellation of orders in progress.
- 1.2. Unless otherwise specified between the customer and ACCUMALUX AUSTRALIA, the goods are reputed to be delivered "ExWorks".
- 1.3. Goods always travel at the customer's own risk. The transfer of risk of the goods shall take place at ACCUMALUX AUSTRALIA's premises as soon as the goods are placed at the carrier's disposal.
- 1.4. If necessary, ACCUMALUX AUSTRALIA is entitled to supply the ordered goods in several deliveries, without the customer having the right to cancel all or part of the order.
- 1.5. In case of partial delivery, the non delivered part cannot delay the payment of the delivered part.

2. Terms of payment.

- 2.1. Payments are made without any discount or deduction. Customers pay on the date of payment specified on the invoice. In case of lack of any mention, the invoice will be paid cash.
- 2.2. Any cost related to the payments is borne exclusively by the customer.
- 2.3. Any overdue payment by the customer shall result in all sums due which are to be paid by the customer to ACCUMALUX AUSTRALIA, even those which have not yet matured, becoming immediately payable to ACCUMALUX AUSTRALIA.
- 2.4. Any amount not paid by the customer on the due date shall as of right produce an interest of 0,1 % per day as from the due date until the complete payment of the debt.
- 2.5. Furthermore ACCUMALUX AUSTRALIA is entitled to ask for a 150 Au\$ administrative fine to cover its administrative costs and to bill the client for its expenses related to any proceedings to recover the debt due.
- 2.6. The supplied goods remain the entire property of ACCUMALUX AUSTRALIA until fulfillment by the customer of all its payment obligations as described above.

3. Guarantee and liability.

The ACCUMALUX AUSTRALIA products are the result of a technological sophistication and a long experience of ACCUMALUX AUSTRALIA in its field. Moreover, they are submitted to quality controls which have always contributed to the image and reputation of ACCUMALUX AUSTRALIA.

- 3.1. For the manufacture of its products, ACCUMALUX AUSTRALIA ensures the use of high-quality raw materials.
- 3.2. Any complaint must be written and sent to ACCUMALUX AUSTRALIA by registered mail not later than 15 days after receipt of the goods (date of postmark will be taken as proof of postage). Any complaint made after this time limit or in another form shall not be acceptable.
- 3.3. The customer is advised to check the conformity of the ACCUMALUX AUSTRALIA products before using them. The liability of ACCUMALUX AUSTRALIA shall in any case be limited to the mere value of the supplied goods.
- 3.4. In no case, goods which have been used by the customer can be returned to ACCUMALUX AUSTRALIA.
- 3.5. The goods delivered and/or to be returned remain under the entire liability of the customer.
- 3.6. In case of complaint, no decision concerning the lot (return, destruction or other) of the supplied goods can be made without the prior written consent of ACCUMALUX AUSTRALIA.

4. Governing law and competent jurisdiction.

- 4.1. Any and all disputes arising in connection with an order or these general sales conditions shall be exclusively settled by the competent Courts of Australia.
- 4.2. Only the laws of Australia can be applied.