

GENERAL SALES CONDITIONS

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

The following text is a translation of our general sales conditions written and reliable in French.

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 MOLD TECHNOLOGY, the goods are reputed to be delivered "Ex Works".
- 1.3. Goods always travel at the customer's own risk. The transfer of risk of the goods shall take place at ACCUMALUX MOLD TECHNOLOGY's premises as soon as the goods are placed at the carrier's disposal.
- 1.4. If necessary, ACCUMALUX MOLD TECHNOLOGY 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. Unless otherwise specified, payments are made as follows : one third while ordering, one third on presentation of the first samples, one third on approval of the samples or at latest 30 days after their presentation.
- 2.2. 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.
- 2.3. Any cost related to the payments is borne exclusively by the customer.
- 2.4. Any overdue payment by the customer shall result in all sums due which are to be paid by the customer to LUXMOLD, even those which have not yet matured, becoming immediately payable to ACCUMALUX MOLD TECHNOLOGY.
- 2.5. In accordance with the law of 18.04.2004 concerning repayment periods and interests on late payments, any amount not paid by the customer on the due date shall as of right produce an interest at the current legal rate in the Grand-Duchy of Luxembourg, as from the due date until the complete payment of the debt.
- 2.6. Furthermore ACCUMALUX MOLD TECHNOLOGY is entitled to ask for a 100 € administrative fine to cover its administrative costs and to bill the client for its expenses related to any proceedings to recover the debt due.

3. Reservation of title

- 3.1. The supplied goods remain the entire property of ACCUMALUX MOLD TECHNOLOGY until complete fulfilment of the abovementioned payment obligations by the customer.
- 3.2. The customer to whom all the risks related to the goods are transferred, commits itself to subscribe an insurance policy covering the equipment for any possible damage until the transfer of property ; this insurance would cover the acquisition value of the goods and have ACCUMALUX MOLD TECHNOLOGY as beneficiary. Copy of this insurance policy shall be transmitted to ACCUMALUX MOLD TECHNOLOGY on the delivery date at latest. During the same period, the customer shall not be given the right to rent, to secure, to sell, to change or to move the concerned goods.
- 3.3. ACCUMALUX MOLD TECHNOLOGY shall carry out all formalities and take all steps in order to assure the effectiveness of the reservation of title.
- 3.4. In addition to the restitution of the equipment and in case of non respect of the customer's payment obligations, ACCUMALUX MOLD TECHNOLOGY shall be entitled to notify the customer the of right cancellation of any existing contract.
- 3.5. ACCUMALUX MOLD TECHNOLOGY is given the right to keep whole or part of received down-payments as a compensation and notwithstanding any other complementary compensation claim.

4. Guarantee and liability.

- 4.1. During the warranty period, i.e. 6 months after the delivery date, ACCUMALUX MOLD TECHNOLOGY commits itself to repair or to replace at its costs the defective part(s) causing the functioning fault by him stated.
- 4.2. The guarantee does not cover the consequences of normal wear and tear, a “force majeure” case or an abnormal use by the customer.
- 4.3. Only the defects declared and justified by written within 6 months after delivery give right to the guarantee.
- 4.4. The customer shall bear alone any damage due to a late declaration of a failure an/or to a continuous use of the defective equipment.
- 4.5. ACCUMALUX MOLD TECHNOLOGY’s liability is limited to direct losses : ACCUMALUX MOLD TECHNOLOGY shall only have liability in respect of faults of its staff or of defective functioning of delivered equipment used in normal conditions.

5. Intellectual property

Studies, drafts, plans and any other document which have been drawn up by ACCUMALUX MOLD TECHNOLOGY, even on basis of information provided by the customer, remain the exclusive property of ACCUMALUX MOLD TECHNOLOGY. The establishment of plans or parts of plans by ACCUMALUX MOLD TECHNOLOGY does not involve any guarantee against recourses of third parties which could have acquired a previous right on such plans or parts of plans.

6. Governing law and competent jurisdiction.

- 6.1. Any and all disputes arising in connection with an order or these general sales conditions shall be exclusively settled by the competent Courts of Luxembourg.
- 6.2. Only the laws of the Grand-Duchy of Luxembourg can be applied.