

1. General: These sales conditions shall be applicable, and no waiver shall be allowed unless it is the result of the particular conditions of this contract, stated in the corresponding acknowledgement of order. Written or verbal proposals do not constitute a commitment and the contract is only deemed valid when LEM-AIR SRL has dispatched a written acknowledgement of order. Special conditions, which may be laid down in LEM-AIR SRL written acknowledgement of order, only modify its general conditions of sale in the actual points covered by it.

2. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed, the delivery shall be FCA delivery point(s) to be agreed on a case by case basis (Incoterm ICC 2020). Partial shipment shall be permitted unless otherwise agreed. LEM-AIR SRL has the right of property of the Works as long as all payments in relation to the contract are not totally and irrevocably fulfilled. After the last payment, the property is transferred by LEM-AIR SRL to Purchaser. The goods are unloaded at the charges and at the Purchaser's risk - even if dispatched FCA - and in the event of delays, damages or shortages, it devolves upon the Purchaser to exercise his recourse against the carriers. Unless otherwise stated in the contract, delivery times are given for information purposes only and a delay, if any, shall not give rise to the cancellation of the order or to any claim for damages. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the contract is signed by both LEM-AIR SRL and Purchaser, payments due at the formation of the contract have been made and any other preconditions have been fulfilled. Delivery dates are only reckoned from the last of the following dates: a) Date of receipt of all information and of free issue components, auxiliary equipment, if any, to be supplied by the Purchaser. b) The date when LEM-AIR SRL shall have received the first payment envisaged in art. 3 of these conditions. Should a written or special agreement be made, so that delivery times shall be firm and mandatory, they shall be automatically extended in proportion, when the Purchaser shall have failed to observe the terms of payment, not have supplied on time the information or not have fulfilled any other obligation arising from the contract. Even if, in the event of firm and mandatory delivery times accepted by LEM-AIR SRL, delay in supply occurs, no penalty or claims for damages shall devolve upon LEM-AIR SRL. In the event of provision to the contrary in LEM-AIR SRL acknowledgement of order, it devolves upon the Purchaser to prove in writing that the delay is attributable to LEM-AIR SRL, that it caused actual damage and that LEM-AIR SRL has signified its agreement in writing on this matter.

3. The Contract Price does not include VAT or any other taxes. Terms of payment: unless it be laid down that it be a cash sale, LEM-AIR SRL invoices in EURO are payable at 30 days, from date of invoice. Whatever the means of payment used, payment shall not be deemed to have been effected before LEM-AIR SRL's account has been fully and irrevocably credited. For all orders over 2500 EURO LEM-AIR SRL terms of payment are 30 % as down payment, 70 % on delivery at 30 days from date of invoice. Bank charges and discounting charges shall be at the account of the Purchaser for payment by an accepted bill, if this bill falls due beyond the 30 days period determined above. Acceptance of bill does not entail renewal. When the Purchaser doesn't pay within the agreed term of payment, or if there is no such agreed term, within the legal term of payment, LEM-AIR SRL is entitled from the following day, by right and without notice, to the payment of an interest equal to the reference interest rate increased by 7 percent points and rounded off to the higher half percent point. The reference interest rate is the interest rate applied by the European Central Bank for her most recent basis refinancing transaction as defined by the law of August 2, 2002. If Purchaser delays in making any payment, LEM-AIR SRL may postpone the fulfilment of his own obligations until such payment is made, unless the failure of Purchaser is due to an act or omission of LEM-AIR SRL. Will be charged in case of late cancellation of the work: Less than or equal to 5 working days before the start of the work: 50% of the planned intervention. More than 5 days before the start of the work: 35% of the planned intervention.

4. Assembly : Should the Contract envisage assembly or installation of the Works by LEM-AIR SRL itself, the terms upon which the said services shall be performed are provided for in the present General Conditions and/or in any other document signed by LEM-AIR SRL and Purchaser for the said purpose. In the event that assembly is to be charged at a fixed amount at LEM-AIR SRL's responsibility and performed by LEM-AIR SRL's subcontractor, all extra costs arising from the loss of time owing to force majeure events or from expenses not attributable to LEM-AIR SRL, such as delays in completing set-up or insufficient technical resources, material and staff made available by Purchaser, inter alia, shall be invoiced to Purchaser additionally to the set price.

5. Assembly supervision : in situ assembly of Works may be done under the supervision of one of LEM-AIR SRL's assembly supervisors, Purchaser being required to supply in a timely manner the technical resources and staff necessary for assembly. LEM-AIR SRL's supervisors Scope of work shall be defined as per LEM-AIR SRL's "Particular Sales Conditions for Erection Supervision".

6. LEM-AIR SRL's warranty shall only be valid if Works and Operation are operated under normal conditions and in accordance with instructions issued by LEM-AIR SRL. The Works are under a one-year Warranty against any manufacturing or material defect, as of the date of acceptance of the Works, provided that the said Warranty shall not exceed eighteen (18) months from the date of delivery as per applicable Incoterm. A new Warranty Period equal to that stated in this section shall apply, under the same terms and conditions as those applicable to the original Works, to parts supplied in replacement of the defective parts or to parts renewed in pursuance of this Clause. This provision shall not apply to the remaining parts of the Works, the Warranty Period of which shall be extended only by a period equal to the period during which the works are out of action as a result of a defect covered by this Clause. In any case, whether initial or extended, the Warranty period shall not be extended beyond a period of twenty-four (24) months from the date of delivery. This Warranty is applicable only to those items whose deficiency is caused by original defects in materials, workmanship and design and not due to normal operating wear and tear or non-observance of instructions given in manuals of installation and operation.

The Warranty is strictly confined either to repair or replacement at LEM-AIR SRL's discretion of parts found to be defective as per initial delivery terms. In the event that LEM-AIR SRL has to send assemblers or engineers on site, Purchaser shall reimburse their travel and accommodation expenses, as well as their remuneration at the current rate. The Warranty does not cover defects, due to causes arising after provisional acceptance. In particular, it does not cover defects arising from Purchaser's faulty maintenance or from alterations carried out without LEM-AIR SRL's consent in writing, or from repairs carried out improperly by Purchaser, nor does it cover normal deterioration. After provisional acceptance and save as expressed in this Clause, LEM-AIR SRL shall be under no liability even in respect of defects due to causes existing before provisional acceptance. In addition, the Warranty shall automatically cease to be applicable if Purchaser has incorrectly assembled the Works, if on its own initiative it undertakes works for renovation, repair or modification of the Works supplied, or if it has not complied with the operating and maintenance specifications (abrasion, corrosion, excessive temperature, etc.).

In order to be able to avail himself of his rights under this Clause, Purchaser shall notify LEM-AIR SRL in writing without delay of any defects that have appeared and shall give him every opportunity of inspecting and remedying them.

On receipt of such notification LEM-AIR SRL shall remedy the defect forthwith. Save where the nature of the defect is such that it is appropriate to effect repairs on site, Purchaser shall return to LEM-AIR SRL any part in which a defect covered by this Clause has appeared, for repair or replacement by LEM-AIR SRL, and in such case the delivery to Purchaser of such part as per the terms of the initial delivery properly repaired or a part in replacement thereof shall be deemed to be a fulfilment by LEM-AIR SRL of his obligations under this paragraph in respect of such defective part.

Defective parts replaced in accordance with this Clause shall be placed at the disposal of LEM-AIR SRL and shall be its entire property.

For any Works made by other manufacturers included in the Works supplied by LEM-AIR SRL, LEM-AIR SRL shall only be obliged to warrant the same to the extent of the warranty given by the said manufacturers to LEM-AIR SRL.

7. LEM-AIR SRL total liability based on contract, tort or otherwise at law towards Purchaser - whether due to damages, penalties, warranties, guarantees, or in any other circumstances - will not exceed fifty percent (50%) the value of the contract itself. That global limitation does not apply to specific limitation related to bodily injuries, gross negligence and wilful misconduct, or otherwise as provided for by the applicable law. LEM-AIR SRL shall in any case and notwithstanding any provision to the contrary contained herein not be liable for any loss of production, loss of profit, loss of use, loss of contracts or punitive damages or for any other immaterial and/or indirect loss and damages.

8. Cause of exemption: the following are considered as a reason for exemption, should they occur after making the contract and preventing its execution: industrial disputes and all other circumstances such as fire, mobilization, requisition, embargo, prohibition of currency transfers, insurrection, lack of means of transport, general procurement shortage, restrictions on use of energy or other force majeure case. The party invoking the circumstances envisaged above shall warn in writing, without delay, the other party of their interventions, as well as they shall cease to operate. The occurrence of one of these causes releases LEM-AIR SRL from their liability, in the same way as the Purchaser is released from his.

9. Ownership preservation: It is specifically agreed that all supplies, covered by this contract, shall remain LEM-AIR SRL exclusive property as long as the Purchaser shall not have completely fulfilled all his obligations, particularly concerning the full selling price and interest payments, if applicable. The Purchaser shall not dispose of, sell or pledge the equipment of the supply before this date. In case of non-payment, the contract shall be automatically cancelled after formal notice sent by LEM-AIR SRL by registered letter, following which LEM-AIR SRL shall be entitled to take back their goods without the intervention of any court.

10. Claims: So as to be admissible, all claims by the Purchaser, concerning the non-compliance or apparent fault, shall be made by registered letter, within eight days of the date of receipt of the equipment.

The address of LEM-AIR issuing the invoice is Jakob Smitsstraat 86 at B-1070 Brussels, Belgium

11. Applicable law and jurisdiction: This contract is governed by Belgian law, unless the parties shall have laid down otherwise. All disputes between the parties shall be brought before the courts of Brussels, Belgium, even if there should be more than one defendant, an impending claim, an appeal to a higher court or an issue of bill.

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