The delivery of goods takes place in the warehouses of AQUASYSTEMS and is borne by the purchaser. AQUASYSTEMS will appear in the purchaser's statements with the statement "ownership reserved". The burden of the risks first request from these to third parties in security or ownership. The purchaser undertakes to communicate the name of any third party to third parties. The goods remain the property of AQUASYSTEMS until the full price of the order has been paid. The right of AQUASYSTEMS is not suspended for the duration of any control of the goods and services supplied. AQUASYSTEMS guarantees to the initial purchaser that the products and parts manufactured by it are free of defects. AQUASYSTEMS reserves the right to demand a bank guarantee from the purchaser at any time. AQUASYSTEMS may reserve warranty conditions agreed if the credit of the company does not grant any claim in the name of the purchaser. All complaints undertaken by AQUASYSTEMS following any offer and sale, purchase or lease agreement of goods or services are considered as best endeavours obligations. AQUASYSTEMS shall only be held liable for its own intentional contractual or extra-contractual wrongdoing, and not for any inadvertent wrongdoing, even if it is considered grossly negligent. AQUASYSTEMS liability is limited to the compensation of damage including, but not limited to loss of revenue or profits, loss of customers or contracts and any challenge by a third party, but excluding any consequential loss. In all cases AQUASYSTEMS liability is limited to a maximum of 10% of the total sales value or rent payable to AQUASYSTEMS under the relevant agreement.

If the product sold is affected by a manufacturing defect or lack of conformity that would prevent its normal use, we will proceed in the same manner as we recognize a defective product such claim is made within a period of 3 months after delivery of the product, to the exclusion of all other compensation intended to compensate for any damage. This guarantee shall automatically expire when the product is resold, handed, stored, installed, or used under abnormal conditions. Subject to nullity, the buyer is obliged to inform us immediately in writing and within 48 hours of discovering the existence of the defect for which it intends to ask for our guarantee, by specifying the nature and extent of the defect and inviting us to inspect the defective product.

SPECIFIC CONDITIONS OF SALE

1. All offers from AQUASYSTEMS are without obligation. The delivery and implementation terms are only given as an example in case of a new order. AQUASYSTEMS reserves the right to change the prices at any time. The exchange rate risk is borne by the purchaser.

2. The delivery of goods takes place in the warehouses of AQUASYSTEMS and is accepted as a sale by the purchaser of all visible faults. The purchaser undertakes to collect the goods within 48 hours of receipt of the notification of availability. After the expiry of this period the risks are transferred to the purchaser, legally and without notification. From this point the period begins.

3. Any complaints in connection with the delivery are only admissible if submitted in writing and by registered post within 8 (eight) days of receipt of the goods. Every legal claim on the basis of non-conformities must moreover be paid within 8 (eight) days of receipt of the goods. Every legal claim on the basis of non-conformities must moreover be paid within 8 (eight) days after a reminder by normal letter, is increased by a fixed compensation equal to 15% with a minimum of 248, EUR, in addition, claiming costs will also be charged according to the law of 06/06/2002. Debt collection is not applicable.

4. The goods remain the property of AQUASYSTEMS until complete payment of the sales price. For that period the goods will be inscribed in the purchaser's books with the statement “ownership reserved”. The owner of the risks transfers to AQUASYSTEMS from the purchaser to the time of delivery. In the event of AQUASYSTEMS appealing to the reservation of ownership clause or cancellation of the agreement, the purchaser grants to AQUASYSTEMS the right to collect the goods at its cost and risk and for this purpose to enter its buildings. AQUASYSTEMS is to retain the amounts already received as compensation, without prejudice to the right to demand full compensation. The amounts which have been collected in any way shall be credited exclusively to the amounts due in respect of the claims stipulated above. AQUASYSTEMS guarantees to its client the rights resulting from the use of the models, documents and data of the supplier for the use of the subject of the order and for the provision of spare parts.