

Logstat Belgium NV (LOGSTAT) General Terms and Conditions of Sale

By ordering equipment from LOGSTAT the purchaser (Customer) agrees to these terms and conditions.

1. The contract:

Only the terms set out in this document shall constitute the contract between the Customer and LOGSTAT.

2. Delivery:

Delivery of the equipment shall be effected when the equipment is turned over to the transporter at the place of delivery. Upon delivery the equipment shall be at the risk of the Customer in all respects.

3. Property of the equipment:

The property of the equipment shall pass to the Customer when, and only when, payment in full has been received by LOGSTAT.

4. Transport and installation:

The Customer will undertake at its own expense the transport, relocation and commissioning of the equipment. The Customer shall at its own expense be fully responsible for all maintenance required for the equipment after delivery.

5. Cancellation policy:

Orders that have been shipped cannot be cancelled. Orders concerning equipment not in stock with LOGSTAT cannot be cancelled. Orders that have not been shipped yet and where the items are in stock with LOGSTAT can be cancelled for a non-negotiable fee of 25% of the sales price.

6. Delay:

In case the delivery date is exceeded more than 30 days the Customer is entitled to cancel the contract unless force majeure is in question. With such a delay the Customer may claim damages for a loss suffered if the Customer proves that LOGSTAT has shown gross negligence.

6.1 LOGSTAT 's responsibility for the loss that the Customer may suffer as consequence of the delay or of the lack of delivery shall under no circumstance exceed 10% of LOGSTAT 's sales price to the Customer.

7. Removal of equipment:

The removal of the equipment from the Site to the new premises shall be completed within a period of 14 days of the date which LOGSTAT shall inform the Customer is the delivery date, and if the Customer shall fail to remove the equipment within such period LOGSTAT shall thereupon be at liberty to procure that it is removed and stored at the expense of the Customer and the Customer shall immediately thereafter become liable to LOGSTAT for the whole of the Customer price after deducting any deposit.

8. Notification of defects:

The Customer is obliged to examine the equipment promptly on receipt and notification of defects shall be made in writing no later than 30 days upon receipt of the equipment. After this period the Customer can only make notification of defects, which could not be determined at such first-hand examination. Notification of defects shall be made in writing without any unfounded delay after determination of the shortcomings. Any defects, shortcomings or other non-conformities determined by the Customer or a third party shall be communicated to LOGSTAT upon which LOGSTAT will replace, repair or credit the equipment partially or in full depending on the circumstances and availability. Under no circumstances shall LOGSTAT be liable for the cost of replacement, repair, maintenance or other intervention by a third party. Acceptance of rectification of defects or other shortcomings after 30 days shall be at LOGSTAT's discretion. Upon the passing over of the risk of the equipment to the Customer LOGSTAT shall bear no responsibility for shortcomings, apart from the liabilities set out in this clause. For that reason the Customer is not entitled to cancel the contract, claim damages or sustain any other claim of non-fulfilment. LOGSTAT clearly disclaims responsibility for any indirect losses such as consequential loss, loss of time, loss of profits or the like that the shortcomings may have caused the Customer.

9. Force Majeure:

The following circumstances result in exemption from liability when occurring after the conclusion of the contract and preventing its fulfilment:

Labour disputes, strikes, lockouts and any other circumstance on which the parties have no influence such as fire, war, mobilization, unforeseen military calling-up, sabotage acts, requisition, impounding, currency restrictions, import or export prohibition, rising, disturbances, lack of working plants, general lack of goods, restrictions in the means of motive power, and lack of deliveries from sub-contractors or delay in such deliveries as described in any of the circumstances in this clause.

LOGSTAT is entitled to inform the Customer in writing that the contract is cancelled when a fulfilment hereof in reasonable time is impossible due to one or more of the circumstances stated in this clause.

10. Product liability:

In relation to the Customer LOGSTAT is not liable for any loss of profits, lost wages or any other indirect or diverted loss. The liability of LOGSTAT in any transaction is always limited to the sales price of the related equipment stated on the invoice.

In the event that LOGSTAT may be held liable to a third party according to the rules and regulations of product liability or according to general regulations on damage the Customer shall indemnify LOGSTAT as far as such a liability reaches beyond the limits stated above. The Customer is obliged to have prosecutions against it filed at the same court that tries the case of claims for damages against LOGSTAT in the event of damage claimed to be caused by a mistake in one of LOGSTAT's deliveries.

11. Warranties:

LOGSTAT warrants that the equipment in question is sold free of all encumbrances, liens, charges and claims whatsoever. Unless otherwise stated on the invoice or delivery note the equipment is in used or refurbished condition with no stated warranty. If the equipment is stated to come with a third party warranty it is the Customer's responsibility to register the equipment with the relevant third party and make all arrangements to comply with the terms and conditions of the third party.

12. Assistance by LOGSTAT:

If LOGSTAT agrees to assist in the delivery and shipping arrangements it shall do so without any responsibility, but shall use all care in such assistance.

13. Assignment:

The contract will not be assignable by the Customer without LOGSTAT 's written consent, which LOGSTAT shall be entitled to its discretion to refuse.

14. Settlement of disputes:

For sales to customers any dispute between the two parties shall be settled at "Rechtbank Van Koophandel te Mechelen".