

DELIVERY AND PAYMENT CONDITIONS

1. Without prejudice to the application of any special terms and conditions contained on the front of the invoice or in any separate written agreement, these general terms and conditions apply to any offer, quotation, invoice or agreement between Ortho Medic Care nv (Evolis 100 – 8500 Kortrijk– BTW BE 0848.468.896) ("OMC") and its customer (the "Customer"). In the event of any conflict between these general terms and conditions and provisions on the front of the invoice or in any separate written agreement, the latter shall prevail. These general terms and conditions are deemed to have been accepted by the Customer by the mere fact of the order placed by him/her/it. Acceptance of these general terms and conditions also implies that the Customer fully waives the application of its own general (purchasing) terms and conditions. If (part of) a provision of these general terms and conditions would be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of these general terms and conditions.
2. Unless expressly stated otherwise on the front of the invoice or in any separate written agreement, any delivery shall take place Ex Works the warehouse where OMC stores the products for the Customer (Incoterms 2010).
3. All offers, quotations and contract proposals of OMC are non-committal and are not as such binding to OMC. An agreement between OMC and the Customer is only concluded at the moment of an order confirmation signed by a duly authorized representative of OMC, at the signing of a written agreement or by the delivery and invoicing of the products. Delivery dates are only given by way of information and are not binding to OMC. Any exceedances of these terms can in any event not give rise to the termination of the agreement or to any form of compensation.
4. Complaints regarding the products must be reported by registered mail within a period of 8 days after delivery. After this period, the goods are considered to have been definitively accepted.
5. All invoices are payable in cash at the registered office of OMC. In case of full or partial non-payment of an invoice on its due date, the Customer will automatically and without prior notice have to pay an interest on arrears of 1% per month for any commenced month. Moreover, in case of non-timely payment of an invoice, the Customer will automatically and without prior notice have to pay a lump sum indemnity of 10% of the unpaid invoice amount with a minimum of 100 €, notwithstanding the right of OMC to claim a higher indemnity provided evidence of higher actual damage suffered by OMC. All judicial and extra-judicial recovery costs are borne by the Customer. In case of failure to pay, OMC is also entitled to put the Customer's remaining orders on hold until full payment of the invoice. In case of non-payment of an invoice on the due date, all the Customer's other debts not yet due shall automatically fall due, without prior notice. Set-off by the Customer is expressly excluded.
6. Notwithstanding any other mandatory statutory provisions, OMC's guarantee for non-compliant products only consists of crediting (part of) the relevant invoice. The application of the guarantee can in no event give rise to any form of compensation. Without prejudice to other mandatory statutory provisions, OMC (including its agents or employees) is only liable for damage caused by the non-compliance with its contractual obligations, if and to the extent that such damage is caused by its wilful or gross negligence or its deceit. OMC is not liable for other faults. If OMC is held liable for any damage, then this liability of OMC is limited to a maximum of the invoice value of the Customer's order or at least that part of the order to which the liability relates. OMC is only liable for direct damages. OMC can never be held liable for indirect damages, including but not limited to consequential damages, lost profits, lost savings or damage to third parties.
7. **Reservation of title** Belgium/Netherlands. Notwithstanding that the risk passes in accordance with the applicable Incoterms, the goods remain the property of OMC until and for as long as the Customer has not fully paid the purchase sum..
8. All agreements, to which these general terms and conditions apply, as well as all other agreements that arise therefrom, are exclusively governed by and construed in accordance with Belgian law. The application of the CISG of 11 April 1980 is expressly excluded. The courts of Kortrijk have exclusive jurisdiction to settle any dispute between the parties regarding agreements that are subject to these general terms and conditions.