



NETWORKS

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General Terms and Conditions

1. Acceptance and binding nature of the General Terms and Conditions

These general terms and conditions (the “General Terms and Conditions”) apply to all orders placed and all other transactions between BE Networks and the customer. You can also find the current General Terms and Conditions on our website: www.be-networks.be. The placing of an order signifies irrevocable acceptance of these General Terms and Conditions and also implies that the customer fully waives the application of its own General Terms and Conditions (of purchase). The customer declares to have noted these General Terms and Conditions before concluding the agreement and to accept them without reservation.

2. Ordering

Upon placing an order (by way of accepting a BE Networks offer, of an order confirmation or of a purchase order), these General Terms and Conditions become applicable to the agreement between BE Networks and the customer. The customer hereby declares to agree with the information in the accepted offer (such as the price and the equipment) and with the General Terms and Conditions.

3. Delivery

Unless otherwise agreed between BE Networks and the customer, BE Networks shall deliver the goods to the customer’s registered office. The customer undertakes to take receipt of the goods delivered by BE Networks at the agreed time and to make sufficient space available for the goods to be delivered and received. BE Networks shall deliver the goods into an area on the ground floor of the customer’s building. At the time of delivery, the customer must sign the delivery note to acknowledge receipt. Any visible damage must be recorded either on the delivery note upon delivery of the goods or in writing within a period of not more than five (5) working days by way of a registered letter to BE Networks, in which event the customer must describe the damage in detail and enclose evidence. Use by the customer of the delivered goods shall imply irrevocable acceptance thereof.

The delivery time notified by BE Networks shall be purely indicative, even when confirmed in writing. BE Networks undertakes to deliver the goods within a reasonable period in order to meet the expected delivery date stated in the offer. If no delivery date is specified, delivery shall be made on the day on which the ordered goods are available in accordance with BE Networks’ usual business practices. No compensation can be claimed for any delay in the delivery of the ordered goods. BE Networks reserves the right to make partial deliveries, each of which shall be regarded as separate partial sales.

Unless otherwise specified in the offer, the customer shall bear the costs of delivery (such as for transport and transport insurance) of the ordered materials to the agreed delivery location. In any case, the customer shall bear any additional costs (customs and import costs, and other duties, taxes, levies or surcharges), i.e. all costs that are necessary in order to deliver the materials to the desired delivery location.

4. Transfer of ownership and risk

The ownership of the goods sold shall only transfer to the customer once the customer has entirely fulfilled all that is required from the customer towards BE Networks in return for the goods that BE Networks has delivered or is to deliver, including full payment of the agreed price, costs, interests and any indemnities. Nevertheless, the customer shall bear in full the risk of loss or destruction of the goods sold as from the moment they are delivered.

Until such time as the ownership of the sold goods has effectively been transferred to the customer, the customer shall be expressly forbidden to use the delivered goods as a means of payment, or to pledge them or encumber them with any other rights of security. Insofar as necessary, this provision shall be deemed to be

repeated for each delivery. The customer undertakes to immediately notify BE Networks by registered letter of the seizure of any of the sold goods by a third party.

The customer shall have a duty of care with respect to the goods subject to retention of title, and must store them and keep them in perfect condition in a clean and suitable place in accordance with the highest standards customary in the industry. The customer shall furthermore insure the goods against all risks usual in the industry (including, but not limited to, any form of deterioration, fire, water damage and theft) until the ownership is transferred, and shall make the relevant insurance policy available to BE Networks for inspection upon first request.

5. Price and payment

The price stated in the offer shall not include additional costs, transportation or any insurance, levies etc. Upon placing the order, the customer shall pay an advance payment as indicated in the offer. The advance payment shall constitute a down payment against the total order price and shall in no case be deemed a guarantee against dissolution of the agreement made. The balance must be paid no later than the due date stated on BE Networks' invoice.

If an invoice is not paid on the due date, all other unpaid debts receivable from the customer shall automatically become payable without prior notice, even if they are not yet due. In such an event, BE Networks also reserves the right to suspend the execution of all current orders without prior notice and without compensation.

Payments made to BE Networks by the customer shall be allocated in the first instance to costs payable by the customer, thereafter to interest payable and in the last instance to the principal amount owed.

BE Networks reserves the right to adjust its prices unilaterally if situations occur that may cause costs to rise.

If at any time doubts arise at BE Networks as to the creditworthiness of the customer, as a result of legal enforcement procedures against the customer, non-payment or late payment of one or more invoices and/or any other demonstrable event, BE Networks reserves the right to demand a payment in advance for deliveries that are yet to be made or request (other) guarantees, even if the goods have already been fully or partly despatched. If the customer refuses to meet BE Networks' request, BE Networks reserves the right to dissolve the agreement immediately, unilaterally and without compensation. In such a case, the customer shall be required to pay a fixed indemnity of 10% of the total price of the order.

The setting-off of receivables and payables by the customer is expressly prohibited.

In the event that the invoice remains fully or partly unpaid on the stated due date, the customer shall – automatically and without prior notice – be required to pay late-payment interest on the unpaid invoice amount at the legal interest rate plus 5%, subject to a minimum rate of 12% per annum, for every month commenced. Furthermore, in the event of late payment of an invoice, the customer shall – automatically and without prior notice – be required to pay a fixed indemnity of 15% of the unpaid invoice amount, subject to a minimum of EUR 125, without prejudice to BE Networks' right to claim a higher indemnity on showing evidence of actual greater loss suffered.

6. Warranty for damage and other guarantees

Any visible damage must be reported either on the delivery note upon delivery of the goods or in writing within a period of not more than five (5) working days by way of a registered letter to BE Networks, in which event the customer must describe the damage in detail and enclose evidence. Use by the customer of the delivered goods shall imply irrevocable acceptance thereof.

BE Networks offers the following guarantees with respect to the goods:

NEW	New, in a package sealed by the manufacturer	1 year next business day pick-up & return exchange guarantee
NEWOPEN (-X1)	New, unused, seal broken	1 year next business day pick-up & return exchange guarantee
OEMREF (-X2)	Refurbished by the manufacturer, in a package sealed by the manufacturer	1 year next business day pick-up & return exchange guarantee
REF (-X3)	BE-refurbished (has gone through the 7 steps of the BE Networks quality control procedure)	Lifetime next business day pick-up & return exchange guarantee
USED (-X4)	B-Grade, tested	3 month carry-in guarantee
AS-IS (-X5)	Power on test	1 month carry-in guarantee

If a liability claim is made against BE Networks, such liability shall be limited to the replacement or necessary repair of the nonconforming good or component by our intervention and at our cost, to the exclusion of all other obligations, compensation or indemnities.

7. Limitation of liability

BE Networks shall in no event be liable for fraud, serious and/or intentional errors by an employee or agent of BE Networks or any of its independent service providers. BE Networks shall in no event whatsoever be liable towards the customer for any claims from third parties towards the customer, irrespective of the nature of the loss or damage. Within this context, the customer shall compensate and safeguard BE Networks against any third-party claims upon first request. Within the framework of the agreement with the customer and taking into account the limitations set out in this clause, the total liability of BE Networks shall in no case exceed the total amount of the offer. The customer shall bear full responsibility for use and misuse of the goods and for any lack of fitness for the purpose of the results intended by the customer. BE Networks shall in no case be liable for losses suffered in this regard.

8. Force majeure

Since the customer's obligation towards BE Networks essentially comprises a duty to make payment, force majeure on the customer's side is expressly excluded.

BE Networks shall be automatically released from and shall not be bound to perform any obligation towards the other party in the event of force majeure. Force majeure is understood to mean a situation in which the execution of the agreement by BE Networks is wholly or partly, temporary or otherwise prevented by circumstances outside BE Networks' control, even if such circumstances were already foreseeable at the time the agreement was concluded. Without this list being exhaustive, the following shall in all cases be deemed to be cases of force majeure: exhausted stock, delays in delivery or non-delivery by suppliers, accidental destruction of goods, machinery breakdown, strike or lock-out, fire, riot, war, epidemic, flood, high levels of sickness leave, disruption of the electricity supply, IT, internet or telecommunications, government decisions or acts (including the refusal or cancellation of permits or licences), fuel shortages and errors or delays attributable to third parties. In the event that BE Networks claims force majeure, it shall not be obliged to evidence the non-attributable and unforeseeable nature of the event constituting force majeure. In the event of force majeure, the obligations of BE Networks shall be suspended. In such event, BE Networks shall make all reasonable efforts to limit the consequences of the force majeure situation. In the event that force majeure persists for longer than two (2) months, the other party shall be entitled to dissolve the agreement without judicial intervention, in which case, however, the party claiming force majeure shall not be obligated to pay any compensation to the other party.

9. Applicable law and competent court

All agreements to which these General Terms and Conditions apply, as well as all other agreements issuing therefrom, shall be exclusively subject to Belgian law. Application of the Vienna Convention of 11 April 1980 (CISG) is expressly excluded.

Any disputes between parties arising out of the agreements subject to these General Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the judicial district of Antwerp, Belgium.

10. General provisions

The parties expressly agree that the Dutch version of these General Terms and Conditions shall be the sole authentic version and shall prevail over any translation thereof.

Should any provisions of these General Terms and Conditions be void or inapplicable, this shall not affect the validity of the remaining provisions, the applicability of which shall remain undiminished. In such an event, the parties shall replace the provision in question with a valid provision, the effect of which shall come as close as possible to the most economic or any other result intended by the parties.

In the event of any discrepancy between these General Terms and Conditions and the offer, these General Terms and Conditions shall prevail.