



## GENERAL SALE CONDITIONS - Applicable from JANUARY 1, 2020

### 1. General considerations.

- 1.1 Any sale between SCANNIX and the party having placed an order (hereinafter "the Customer") will be considered as a separate contract in the absence of a written framework contract signed by both parties and will be governed by the following clauses and conditions ( hereinafter the "General Conditions of Sale", "GTC").
- 1.2 SCANNIX reserves the right to modify them at any time and without notice, they cannot be modified or supplemented by the Client without the prior written consent of SCANNIX.
- 1.3 These General Conditions of Sale are systematically sent to each customer to enable them to place an order. They accompany our quotes. Consequently, placing an order implies the Customer's total and unreserved acceptance of these Conditions, to the exclusion of all other documents, such as prospectuses, catalogs, provided by SCANNIX and which have only an indicative value . Any special conditions of each sale may prevail over these General Conditions of Sale only if they have been formally accepted in writing by SCANNIX.
- 1.4 In the event of the signing of a selective distribution contract between SCANNIX and the Client, sales made under this contract will be governed by these General Terms and Conditions of Sale. However, the specific clauses appearing in this contract will prevail over these general conditions of sale. Whatever the general conditions of our contracting parties, these are excluded from the contractual field even if they provide that they are the only valid ones. The latter, in the event of contrary provisions, shall be canceled on application of the general conditions detailed here. Special conditions which differ from those of SCANNIX will in no case be accepted without the express, written and prior agreement of SCANNIX.

### 2. Commercial proposals and orders

- 2.1 In general, commercial proposals made by SCANNIX will not be final and will not bind SCANNIX until after the Customer has confirmed his agreement in writing by means of an order form.
- 2.2 SCANNIX reserves the right to refuse orders if the Customer fails to fulfill any

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of its obligations and, more generally, to refuse any order of an abnormal nature for any reason whatsoever.

2.4

Loan operations or the provision of equipment for a fee and maintenance contracts concluded between SCANNIX and the Customer will be governed by specific conditions applicable to these operations.

2.5

Any order submitted for an amount excluding VAT of less than 150 euros will be increased by a lump sum of 50 euros in order to cover administrative tasks.

Any request for cancellation, after acceptance of the quote, will result in the invoicing of a third of the amount established in the quote if and only if this request occurs within 7 days of its acceptance. After this period, the entire amount included in the quote will be invoiced.

### 3. Prices

3.1

The prices are indicated in euros and are understood to be exclusive of VAT (Value Added Tax) which will be invoiced at the rate in force on the date of delivery of the products.

3.2

The prices offered do not include shipping costs and customs taxes, they include standard packaging costs. For products delivered abroad, the conditions of delivery and the shipping costs can be communicated by SCANNIX on request.

3.3

Payment will be made in euros.

3.4

Any contribution collected by SCANNIX for the benefit of eco-organizations approved by the national authorities and responsible for the collection, treatment and recovery of waste and which may be passed on identically to the buyer will be subject to separate mention on quotes and invoices. The products concerned and the amount are defined in Directive 2012/19 / EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) and the legislative texts which transpose it.

3.5

Unless otherwise stipulated, the prices will be those appearing on the offer of SCANNIX on the date of the order. The information contained in promotional documents, catalogs and prospectuses which could be issued by SCANNIX are given on a specific date and may change over time. Prices and price lists are also given on a specific date and may change over time.



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- 3.6 SCANNIX reserves the right to modify its tariff at any time. The price will, in the event of modifications, be sent to the Customer and, if necessary, to the central referral by any means in accordance with the practices of the profession. Any Customer who places an order after the entry into force of the new prices is deemed to have accepted the latter which will prevail over any previous information.
- 3.7 If the Customer requests an unusual shipping method, such as express delivery, the corresponding additional costs will be invoiced to him.
- 3.8 En cas d'augmentation soudaine et significative du coût des sources d'énergie utilisées pour assurer le transport, SCANNIX se réserve le droit de modifier les tarifs des frais d'expédition.
4. **Payment Terms**
- 4.1 Invoices must be paid no later than the due date agreed between the parties and included in the commercial proposal, without exceeding the maximum legal payment periods. In the absence of agreement between the parties, payment of the sums due may be required before the delivery of the product (s).
- 4.2 Payments must be made without any deduction and net of costs.
- 4.3 No discount can be deducted from the price indicated on the invoice, unless it is expressly agreed by mutual agreement by the parties and in written form. Unless otherwise provided by law, no discount will be granted in the case of repairs and deliveries of spare parts.
- 4.4 More generally, no payment can be subject to compensation on the sole initiative of the Client. In particular in the event of allegation by the Customer of a delay in delivery or of non-conformity of the products delivered, the prior written agreement of SCANNIX is essential and this regardless of the contrary provisions which may appear in the conditions of purchase client.
- 4.5 No discount will be granted to the Customer.
- 4.6 In accordance with the applicable legal provisions, any non-performance by the Customer, total or partial, of its payment obligations or any delay will result in the application without notice of default interest since the due date, at the rate of legally fixed annual interest (Law of 02 August 2002 on combating late payment in commercial transactions, transposing Directive 2000/35 / EC of the European Parliament and of the Council of 29 June 2000).
- 4.7 The Customer in situation of late payment will be automatically liable, as damages, for a sum fixed at 10% of the amount of the invoice with a minimum of EUR 100.00 and a maximum of EUR 12,500.00 will be owed by the customer, without prejudice to the right to claim compensation for the damage suffered and costs incurred.
- 4.8 In the event of total or partial non-payment of an invoice on its due date and / or the deterioration of the Customer's financial situation, SCANNIX reserves the right to suspend the delivery of the products and / or to demand an advance payment or still a payment on delivery and this without prejudice to all other rights and repairs arising from the default of payment.
- 4.9 SCANNIX also reserves the right to extend the delivery times to which it is committed in proportion to the duration of the default noted.
- 4.10 In the absence of performance by the Customer of the obligations which it has subscribed to under the terms of these General Conditions of Sale or of refusal on its part to constitute a guarantee, SCANNIX reserves the right to terminate the sales contracts relating to the obligations not performed .
- 4.11 In the event of a procedure for the recovery of uncontested debts (RCCI Procedure) or the judicial recovery of any invoice, the client will be liable for the various costs accrued (lawyer fees, bailiff fees, internal management fees, etc.).
5. **Delivery**
- 5.1 Unless otherwise stipulated, SCANNIX will only be bound by the delivery times stipulated in writing. These are always given for information only. If no deadline has been agreed, SCANNIX undertakes to deliver the products within a reasonable period.
- 5.2 Once a delivery deadline has been agreed in writing, SCANNIX undertakes to comply with this deadline. Prior to any questioning of not performing the promised service, the Customer must give notice to SCANNIX by registered letter with acknowledgment of receipt.
- 5.3 In the event of non-compliance by SCANNIX with the delivery times agreed in writing, no automatic and / or fixed penalty of any kind whatsoever will be due. A delay in delivery cannot in any



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- case give rise to the cancellation of an order or any compensation.  
Notwithstanding the existence of contrary clauses in the possible conditions of purchase of the Client. Only the damage actually borne by the Customer, demonstrated and assessed, may be the subject of a request for repair which may in any event intervene only after negotiation with SCANNIX and agreement of both parties, and subject to the provisions of article 5.4 of these General Conditions of Sale. Failing agreement, the assessment of the damage suffered will be made by an expert appointed by the president of the competent Commercial Court at the headquarters of SCANNIX, at the request of the most diligent party.
- 5.4 If the non-compliance with the delivery deadline agreed in writing is due to a case of « force majeure » (affecting SCANNIX and / or its suppliers) duly noted or that could not be anticipated, the deadline will be extended accordingly without any of the parties cannot claim any compensation whatsoever. However, each party will have the right to withdraw in whole or in part from the agreement entered into if the case of « force majeure » continues beyond a period of one month from its occurrence without being able to claim any compensation that it would be. If SCANNIX has not been supplied by its suppliers as a result of force majeure or difficulties which are not attributable to it, so that it is partially or completely unable to deliver the agreed product to the Customer , it reserves the right to terminate the contract, without the customer being able to claim damages or require later delivery.
- « Force majeure » means: an unforeseeable, inevitable event beyond the control of SCANNIX. This event over which SCANNIX has no reasonable control was not wanted or caused even indirectly by SCANNIX. The following cases are force majeure (non-exhaustive list): a storm, an earthquake, tornado, gas explosion in the vicinity, destruction following a burglary, very heavy snow or rain, terrorism, armed conflict , strike, lockout.  
SCANNIX undertakes to notify its customers by e-mail or letter of any « force majeure » which the company would face and which would make them unable to perform all or part of the services ordered. In this case, concertation will be established between the parties in order to
- fix by common agreement the methods of performance of the services.
- 5.5 If the Customer delays or refuses the shipment or delivery of the products without legitimate reason, SCANNIX will be entitled to charge him the additional costs that would result. In addition, any order modification occurring during execution, even if it is accepted by SCANNIX, results in an extension of the delivery time provided according to the terms communicated to the Customer.
- 5.6 The goods are delivered exclusively to the address and at the times indicated when ordering. The Customer is responsible for the information communicated for the delivery, SCANNIX cannot be held responsible for erroneous contact details, only the Customer will bear the consequences. Partial deliveries are authorized without any automatic penalty being applicable. Insofar as the products delivered as part of these partial deliveries can be used independently, these partial deliveries are deemed to be independent deliveries with regard to the payment due date.
- 5.7 Verification of deliveries must be made at the time of receipt of the products by the Customer. It is up to the Customer to make reservations, if necessary, with the carrier, under the following conditions : - Protest accompanied by an appropriate mention on the transport receipt and confirmation to the carrier, within three days, by registered letter with acknowledgment receipt specifying the reason for the complaint. A copy of these documents must be sent by registered letter with acknowledgment of receipt to the registered office of SCANNIX within seven days of delivery. The absence of reservations on the part of the Customer would expose the latter to a refusal of the carrier and / or SCANNIX to take into account the corresponding complaints.
- 5.8 In case of delivery by a transporter chosen by SCANNIX, the Customer acknowledges that the digital signature that he has affixed to any electronic medium presented by the transporter will demonstrate delivery of the product and that this digital signature will have a legal value identical to that a handwritten signature on paper.
- 5.9 SCANNIX cannot be held responsible for a delay in delivery attributable to a supplier / subcontractor. In this case, SCANNIX undertakes to inform the



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- customer as soon as it becomes aware of the delay of one of its suppliers / subcontractors impacting the delivery time of the Customer. The same applies if the delay is due to an opening and inspection procedure by the customs authorities or by any other competent authority (nuclear, etc.)
- 5.10 SCANNIX reserves the right to subcontract part of the services validated in the quote by the client to other providers in order to best manage the service requests and to provide its customers with quality service. The use of external providers does not generally entail any additional cost for the client.
- 5.11 In some cases it is possible that the use of an external provider involves costs which are partly borne by the customer. In this case, SCANNIX undertakes to transmit to the client the extent of the services to be provided by the external provider, a justification of the services which it may have to provide as well as the amount thereof.
- 5.12 Under no circumstances will SCANNIX be held liable for any faults, errors or negligence committed by the external service provider. The latter is solely responsible for the possible commitment of his responsibility.
6. **Packaging and shipping**
- 6.1 The method of delivery of the products is determined by SCANNIX which will endeavor as far as possible to accede to the specific requests of its Customers who undertake in this case to bear any additional cost resulting from an unusual shipping method in accordance with provisions of article 3.7 of these General Conditions of Sale. The products will be delivered in a packaging suitable for their shipment and transport.
7. **Risk transfer**
- 7.1 The products travel at the risk of the Customer, including in the case of product returns (see article 11). The risk transfer of the products takes place as soon as the products to be delivered leave the SCANNIX warehouse or the warehouse of any specialized company. In the event that the delivery has been delayed due to or at the request of the Customer, the transfer of risks takes place upon notification of the availability of the products.
8. **Retention of title**
- 8.1 It is expressly agreed that the products sold remain the property of SCANNIX until full payment of the invoices. This reservation clause is in accordance with the legal and regulatory provisions in force.
- 8.2 The payments made by the Customer will serve to extinguish the debts of the Customer towards SCANNIX in the order in which these debts will have been contracted. The Customer undertakes to store the reserved products adequately and to insure them at his expense. The risk of deterioration or disappearance of the products is borne by the Customer. The Customer may not pledge, pledge, post a guarantee or make any commitment whatsoever likely to obstruct the play of the retention of title. If the reserved products are seized by third parties, the Customer undertakes to inform them of the retention of title which encumbers the products and to inform SCANNIX in writing of the seizure by enclosing a copy of the order or the minutes of seizure and a sworn statement certifying that the seized products are identical to the reserved products supplied. The Customer will bear all the costs necessary to oppose the seizure of products reserved by third parties.
- 8.3 The Customer is authorized to resell the products reserved only for the normal operation of his establishment. However, in the event of resale, it is obliged to demand cash payment and to immediately settle the balance of the remaining price due to SCANNIX or to inform the sub-purchasers that the products are subject to a retention of title clause and agree with them in writing of such a clause for reserved products resold.
- 8.4 In all cases, the Customer undertakes to inform SCANNIX of the sale of the reserved products as soon as possible. In the event of non-payment of any of the installments or even a deterioration in the financial situation of the Customer, the totality of the sums due to SCANNIX will be due immediately and may lead to the immediate claim of the reserved products.
- 8.5 The Customer will provide to SCANNIX, at its request, a list of all products subject to the retention of title as well as a list (name and address) of the persons to whom reserved products have been assigned or rented in order to allow SCANNIX to " exercise their right to claim. Collection costs will be borne by the Client.



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- 8.6 SCANNIX reserves the right to carry out these formalities itself.
- 8.7 In the event that the law of the country where the reserved products are sent does not allow this retention of title, SCANNIX will benefit from all similar rights granted by this law; the Customer undertakes to ensure that the special requirements of foreign law are met so that the legal provisions relating to the right of retention of title or its equivalent can be applied.
- 8.8 In the event of the opening of a safeguard, recovery or judicial liquidation procedure for the Client, the reserved products may be claimed, in accordance with the legal and / or regulatory provisions in force. In the event of a claim for reserved products, products in stock will be deemed to correspond to unpaid claims. Notwithstanding any clause to the contrary, this retention of title clause is enforceable against the buyer.
- 8.9 SCANNIX is already authorized by the Customer who accepts it, to have an inventory drawn up and / or put in arrears the unpaid products held by him. All deposits previously paid will remain in their entirety as a penalty clause.
- 8.10 The Customer authorizes SCANNIX to have access to its premises to allow it to recover its products encumbered with a retention of title.
- 8.11 For the rest, these GTCS are subject to the law of July 11, 2013 amending the Civil Code as regards real security rights and repealing various provisions in this matter.
9. **Claims and guarantees**
- 9.1 The Customer benefits from the legal guarantee attached to the product and undertakes to inform SCANNIX of any hidden defects it may have discovered.
- 9.2 SCANNIX's obligations under the contractual guarantee are, unless otherwise stipulated in writing, twelve (12) months from the date of delivery to the Customer.
- 9.3 The warranty period will be extended in proportion to the period during which the delivered product cannot be used, either because the product must be repaired or because it must be replaced. However, repairs made to the products do not trigger a new warranty period as defined in this article, except for parts changed or repaired.
- 9.4 Unless otherwise stipulated in writing, the warranty period for repairs carried out by SCANNIX on finished products out of warranty is six (6) months from the notice of end of repair notification issued to the Customer. Only the replaced parts or the repaired functions will be covered by the guarantee which will in any event be limited to the exchange or repair of defective parts.
- 9.5 The warranty is strictly limited to the repair or replacement of parts of the product, in poor working condition or out of working condition, and resulting from circumstances deemed to have passed before the transfer of risk, i.e. resulting from a fault of design, defective material or manufacturing defect.
- 9.6 The Customer will give SCANNIX the adequate time and means deemed reasonable to remedy defects in the products under warranty. Otherwise, SCANNIX will be released from its warranty obligation and from all liability for defects.
- 9.7 If at the end of a reasonable period of time, SCANNIX has not remedied the defect found or has not replaced the defective parts of the product, or if it is impossible to remedy the defect or replace the defective parts, the Customer will have the choice to return the item and have the purchase price returned or keep the item and be returned part of the purchase price.
- 9.8 The warranty claim will be excluded as soon as repairs or changes have been made to the defective product by the Customer or by third parties.
- 9.9 SCANNIX's obligation to repair or replace defective parts of the product will be waived as soon as the defect found is linked to natural wear and tear of the product, faulty or negligent handling of the product after transfer of risks to the Customer, improper use or when the product has been exposed to abnormal conditions of use (overvoltage, chemical, electrochemical or electrical factors not provided for in the user manual, etc.).
- 9.10 No claim can be made against SCANNIX in the event of non-functioning of the batteries delivered with the products, these batteries being supplied only for demonstration purposes and to test the functioning of the products.
10. **Commercial disputes**
- 10.1 Without prejudice to article 9, any commercial dispute on the part of the Customer relating to the entire commercial relationship with SCANNIX (invoices, service contracts likely to promote the resale of products, various



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- claims or any other obligations agreed between the parties) cannot be taken into account after the expiration of a period of thirteen months from the occurrence of the disputed event.
- 10.2 Disputes relating to any invoice issued by SCANNIX must be made by the customer within 7 days of its issue by registered letter. If there is no dispute within this period, the invoice will be deemed to have been accepted by the customer and must be paid within the period provided for in article 4.1.
- 10.3 In case of a dispute with the invoice and the absence of a duly motivated agreement from SCANNIX as to the reason for the customer's dispute, this must be settled within the time limit set out in article 4.1.
11. **Return of products**
- 11.1 Without prejudice to article 9, no product return can be made without the express written consent of SCANNIX which fixes the terms. In the event that SCANNIX accepts that the products are returned to it, these must imperatively be returned new and unused, in their original packaging, and must include a date of use greater than nine months. In any event, the costs relating to the transport of the returned products will remain the responsibility of the Customer, unless otherwise agreed between the parties.
12. **Limitation of Liability**
- 12.1 The responsibility of SCANNIX can only be engaged in the case of violation of a main service of these General Conditions of Sale or the contract on which the delivery of the disputed product is based. In this case, its liability is limited to foreseeable and direct damage on the date of the sale, taking into account the uses applicable for the type of agreement concluded, to the exclusion of all economic damage. In all cases, the contractual or extra-contractual liability of SCANNIX in the event of an error, omission, fault (even gross) which caused damage to the customer is limited to the amount of the contract.
13. **Exclusion of all penalties**
- 13.1 No penalty of any kind whatsoever will be accepted by SCANNIX without prior written agreement from the latter.
14. **Cancellation / Resolution**
- 14.1 The sale may be automatically canceled without notice by SCANNIX in the event of the non-performance of any of its obligations by the Customer, without prejudice to any damages which may be claimed from it.
15. **Jurisdiction clause and applicable law**
- 15.1 In the absence of an amicable agreement between the parties for any dispute relating to the validity, interpretation, execution or breach of a sales contract governed by these General Conditions of Sale, jurisdiction is expressly assigned to jurisdictions of the courts of Brussels, notwithstanding the plurality of defendants or call in guarantee. Any recourse to the Courts and Tribunals of the judicial district of Brussels must be preceded by an attempt to reach an amicable settlement by means of mediation and / or concertation.
- 15.2 These General Conditions of Sale as well as the effective contracts which ensue therefrom are exclusively governed by Belgian law, even in the event of sale in a foreign country.
16. **Validity of the general conditions of sale**
- 16.1 The invalidity, non-applicability or illegality of one of the clauses provided for in one of the contracts agreed between the parties (specific and general conditions or other agreements), does not in any way result in the invalidity or nullity of the other provisions to the contract. In such a case, the said provision (s) in question will be or will be deemed to be unwritten and all the other clauses remain fully valid.