

## TERMS AND CONDITIONS OF SALE

1. ITE sells products for professional use in the HVACR (heating, ventilation, air conditioning and refrigeration) industries only. These products are to be used by qualified professionals only. Sales are subject to the present conditions. Any conditions of purchase stipulated by the Purchasers which could be in conflict with the present conditions will be inapplicable, unless ITE accepts in writing such conditions. The present conditions of sale and the conditions of warranty will enter into force in any event upon the silent acceptance of ITE's order acknowledgement or invoice by the Purchasers.
2. When ordering the Purchaser must state both article number and product description. ITE's quotations are without engagement. All orders, contracts or other understandings are valid only if they have been confirmed in writing by a duly authorized corporate officer of ITE. Ordering the right product and the right quantity is the sole responsibility of the Purchaser.
3. Without prejudice to ITE's legal rights in the event of breach of contract by Purchasers, ITE reserves the right to suspend deliveries or at their option cancel unfulfilled part of contract in whole or part if Purchasers fail to fulfill any obligation there under or if by reason of Act of God, war, force majeure, governmental control, storm, fire, tempest, strikes, lockouts, inevitable accident or any other unforeseen circumstances outside their control, ITE is prevented in whole or in part from performing their obligations under the contract. Partial deliveries by ITE are permitted.
4. Delivery dates are approximate only and without engagement but every endeavor will be made to carry out Purchasers' requirements provided that all necessary information is given to ITE at the time the order is placed.
5. Each delivery shall be considered as a separate contract and a failure of any delivery shall not vitiate the contract as to others. Additionally the standard package quantities, shown in all price lists, should strictly be observed. ITE will automatically ship standard package as the smallest saleable unit.
6. Property in products shall pass to Purchaser upon receipt by ITE of full payment. ITE has the right to consider partial payments as breach of contract by the Purchaser.
7. Unless ITE or their principals agree to work to Purchasers' drawings and specifications, ITE's or their principal's normal tolerances and material specifications will apply.
8. Performance figures as given by ITE are based upon manufacturers' experience but are not guaranteed.
9. Inspection and acceptance tests, if any, shall be carried out at the manufacturers' premises. If the Purchaser fails to have the agreed inspection carried out and/or to be represented at the agreed acceptance tests, the products shall be deemed to have been delivered in accordance with the specifications in the contract. If the agreement does not provide for inspection tests the products will be deemed in conformity with the contract and accepted by the Purchaser, unless Purchaser notifies ITE in writing of deterioration of the products within 3 months following delivery of the products. If products alleged to be apparently defective are returned to ITE, carriage paid for examination with full statement of allegation within 1 month of delivery or such other period as ITE may agree in writing or if ITE agrees that return of such product is impracticable and are given the opportunity of examining them in situ ITE will repair or at their option replace free of charge such product as they recognize to be defective owing to faulty material or workmanship and refund carriage on them. Subject only as stated in these conditions no warranty, condition or representation whatsoever is given or to be implied in connection with products supplied under the contract. In the case of "hidden" defects such claims must be made within 3 months. In case of damage or loss caused by transportation Purchaser's exclusive remedy shall be as provided for in article 22.
10. The products sold by ITE are for professional use only. ITE accepts no responsibility for any loss, damage or injury howsoever caused arising out of or in connection with products supplied under the contract nor for any consequential loss.
11. Payment terms are strictly 45 days net from invoice date unless otherwise stated. Payments are to be made by bank transfer only. Payment at due date and without any deduction is a condition precedent to subsequent delivery and time of payment is of the essence of the contract. Payment of ITE's invoices will be made in EURO or in U.S. Dollars according to the invoice or to the quotation unless otherwise approved by ITE in writing. Transfer charges occurring at Purchaser's bank or at the correspondents of the Purchaser's bank are for Purchaser's account. The invoices shall bear interest as of their due date at an annual rate of interest of 12%. The overdue amount shall further be increased with a lump indemnity equal to 10% of such overdue amount with a minimum of 100 EURO. In the event of accounts becoming overdue ITE reserves the rights to take lien on supplied products, to cancel all outstanding orders and to modify the payment terms for all outstanding orders, notwithstanding other normal legal rights. If full payment of any invoice is not received by ITE by due date this will be considered as breach of contract and all outstanding invoices are due immediately.
12. All drawings, quotations, specifications or any other information submitted to Purchasers or to any other party remain ITE's property and must not be copied, disclosed to any third party or otherwise used without ITE's written permission. All information of any kind provided by ITE under any form is purely indicative and can be modified by ITE.
13. Unless otherwise specified, all packing cases and other containers are nonrefundable and packing is provided in accordance with ITE's standard practice.
14. ITE accepts no responsibility where patterns, jigs, fixtures, drawings, specifications or other particulars supplied by Purchasers are inaccurate or in defective condition, and Purchasers shall indemnify ITE against any loss suffered by ITE by reason of such inaccuracy or defective condition.
15. Purchasers shall indemnify ITE against all claims, demands, damages, penalties, costs and expenses to which ITE may become liable by reason of any infringement or alleged infringements of Letters Patent or registered design arising out of performance of a contract in accordance with Purchaser's specifications, or by reason of any infringement or alleged infringement of trademarks. Purchaser is not permitted to use any of the ITE's trademarks without ITE's written permission.
16. Delivery terms
  - A. All shipments will be made ex-warehouse Sint-Niklaas, Belgium. Purchasers bear the risk of transportation of the products.
  - B. Minimum order amount to be accepted and processed without additional charges is 500 EURO net. For orders below 500 EURO, extra charges will be added. If the order is to be invoiced in another currency the EURO equivalent is calculated based on the daily exchange rate published by the ECB of the day the order has been received.
17. ITE shall include following documents in the shipments: packing list, 2 copies; invoice, 1 original and 1 copy. Additional documents issued by ITE will be charged at 70 EURO per document. All other documents will be subject to quotation.
18. ITE's prices are without VAT and / or any other tax. ITE reserves the right to adjust prices. The adjustments will become effective on shipments on orders received after date of price change. Possible clerical or typographical errors will be corrected without notice. Notice of price changes shall deemed to have been served on the date of dispatch by E-mail, mail or fax or other means to Purchaser's last known address.
19. Cancellation charges:
  - A. On orders for immediate delivery, 15% cancellation charges are applicable if cancellation is received after the date of order reception.
  - B. On scheduled orders, 15% cancellation charges are applicable if cancellation is received in the last 8 weeks before the scheduled delivery.
20. All returns of products should be authorized first by ITE in writing. The return will be evaluated according to ITE's return products policy (copies available on application). All returns must be accompanied by the original and undamaged packaging. The cost for the return shall be fully paid by the Purchaser. Should ITE accept the return, the Purchaser will be charged 25% of the value of the returned products. If a return does not meet these conditions the Purchaser still must pay for the returned products. Purchaser then has the right to have the products sent back on his expense.
21. The warranty period is twelve months starting from invoice date, unless otherwise confirmed by ITE. Parts to be replaced due to normal use are not subject to warranty. In the case of justified warranty claims approved by ITE management the warranty is limited to the replacement of the products sold by ITE. Returns of products under warranty are subject to the conditions of article 20. ITE is not liable for and there is no warranty in the case of any damage caused by incorrect or unprofessional storage, installation, use or maintenance of the products sold or for damages resulting from a case of force majeure or any other unforeseen incident.
22. Waiver by ITE of a breach of any terms and conditions of this contract by the Purchaser shall not constitute a waiver of any other breach of the same or other term.
23. If the products are to be delivered within the E.U., even if the products are collected by the Purchaser, the Purchaser shall supply ITE with a valid VAT number of the company to whom the products are to be delivered. The Purchaser shall immediately inform ITE in writing of any changes of the VAT number. The Purchaser will be responsible for and compensate all damages suffered by ITE resulting in non or late communication regarding the valid VAT number. Upon ITE's request the Purchaser shall immediately provide written proof of the validity of the VAT number.
24. If the products are to be delivered outside the E.U., even if the products are collected by the Purchaser, or if the Purchaser receives the products from ITE outside the E.U., then it is the Purchaser's responsibility that ITE receives sufficient evidence that the products have left the E.U. The Purchaser shall compensate all damages suffered by ITE resulting in the lack of such evidence.
25. All commercial transactions to which these terms and conditions apply or which arise from the same are concluded or deemed concluded in Antwerp and are governed by Belgian law and the Antwerp practice of the trade insofar as they are not contrary to these terms and conditions. All controversies will be settled by the Courts of Antwerp. ITE reserves the right at their sole option to bring any dispute before any Belgian or foreign Court which may have jurisdiction on the basis of the general principles concerning competence.

Copies of these conditions of sale are available in French, Dutch, German, Italian and Spanish.  
Ces conditions de vente sont également disponibles en langue Française.  
Diese Bedingungen sind ebenfalls verfügbar auf Deutsch.  
Deze verkoopvoorwaarden zijn ook beschikbaar in het Nederlands.  
Condizione di vendita sono anche disponibile in lingua Italiana.  
Estas condiciones de ventas son disponibles también en Español.