

General Terms and Conditions of Sale and Delivery of LE Europe B.V.

1. General

1.1 These Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms") apply to all sales and deliveries made by LE Europe B.V. (hereinafter referred to as "LE Europe")

1.2 These Terms shall prevail over any conflicting or additional terms and conditions unless expressly agreed upon in writing by LE Europe.

2. Offers, Orders and Contracts

2.1 All Offers made by LE Europe are without commitment and subject to confirmation by LE Europe.

2.2 All orders placed with LE Europe are subject to acceptance. LE Europe reserves the right to refuse or cancel any order at its discretion.

2.3 Orders, once accepted, cannot be cancelled by the customer without LE Europe's written approval

2.4 The contract between LE Europe and the customer shall be deemed concluded upon LE Europe's written order confirmation or upon delivery of the goods, whichever occurs first.

3. Prices and Payment

3.1 Prices for the goods sold by LE Europe are stated in the applicable price list or as otherwise agreed upon in writing.

3.2 All prices are exclusive of applicable taxes, duties, and shipping charges unless otherwise specified.

3.3 Unless otherwise agreed in writing between LE Europe and the customer, payment is cash with order and shall be effected by bank transfer.

3.4 Regardless the payment terms agreed, payments must be made when due and received by LE Europe in full without any set-off, counterclaim or withholding. Payments cannot be delayed or hold back by reason of counter claims or counter rights.

3.5 LE Europe reserves the right to charge interest on overdue payments in accordance with applicable law.

3.6 LE Europe reserves the right by notice in writing to withdraw any credit facility offered to the customer.

4. Delivery and Shipment

4.1 Delivery dates and times specified by LE Europe are approximate and non-binding unless expressly agreed upon as binding in writing.

4.2 The risk of loss or damage to the goods shall pass to the customer upon delivery, unless otherwise agreed.

4.3 LE Europe shall arrange shipment of the goods unless otherwise agreed. Any shipping costs shall be borne by the customer unless otherwise specified.

5. Retention of Title

5.1 LE Europe retains the title to the goods delivered until full payment has been received by LE Europe for those goods.

5.2 If the customer fails to make payment in accordance with these Terms, LE Europe reserves the right to reclaim the goods without prejudice to any other rights or remedies available under law.

5.3 Upon reclamation of the goods, LE Europe shall be entitled to resell the goods to recover outstanding amounts and shall be entitled to enter the customer's premises for this purpose.

6. Warranty and Returns

6.1 LE Europe warrants that the goods delivered shall be free from defects in material and workmanship for a period of 12 (twelve) months from the date of delivery, unless a different period or a compensation system agreed in written.

6.2 The customer shall inspect the delivered goods upon receipt. Any damages, discrepancies, or non-conformities must be reported to LE Europe in writing within 48 hours of delivery.

6.3 In the event of a warranty claim, the customer must notify LE Europe in writing within a reasonable time after the discovery of the defect. Upon request by LE Europe, the customer shall provide a claim report including all necessary details for assessment.

6.4 The claimed goods shall be stored by the customer free of charge for a period of 3 (three) months following the claim report date for LE Europe's inspection and shall be made available when and if requested by LE Europe.

6.5 LE Europe shall not be liable for any claims by the customer if such claims and defects are related to a breach of servicing and installation instructions, unsuitable or improper processing or use, overloads, modifications, careless or wrong handling or natural wear and tear as well as any claims due to the interference of the goods with the other goods provided by the third parties, including customer itself.

6.6 In cases that the claims found be non-defective or defect is based on a circumstance beyond LE Europe's liability, LE Europe shall ask the customer to reimburse all the cost related to the examination of the case.

6.7 LE Europe's liability for accepted defects is limited to either repair, replacement, or refund of the purchase price, at LE Europe's discretion.

7. Limitation of Liability

7.1 LE Europe shall not be liable to the customer or any third party for any indirect, incidental, consequential, or special damages arising out of or in connection with the sale and delivery of goods, except to the extent prohibited by applicable law.

7.2 LE Europe's total liability for any claim arising out of or in connection with the sale and delivery of goods shall be limited to the purchase price of the goods.

8. Confidentiality and Intellectual Property

8.1 The customer shall keep any confidential information received from LE Europe confidential and shall not disclose it to any third party without LE Europe's prior written consent.

8.2 All intellectual property rights related to the goods shall remain the property of LE Europe or its licensors.

9. Applicable Law and Dispute Resolution

9.1 These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the Dutch laws.

9.2 Any disputes arising out of or in connection with these Terms shall be resolved through amicable negotiations. If no resolution can be reached, the dispute shall be submitted to the exclusive jurisdiction of the courts of Netherlands.

10. Severability

10.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

11. Amendments

11.1 LE Europe reserves the right to amend these Terms at any time. Any amendments shall be effective upon written notice to the customer

These Terms and Conditions of Sale and Delivery have been last updated on 01.08.2023