

ICOMS DETECTIONS S.A.
Parc scientifique Einstein
Avenue Albert Einstein 11/B
B-1348 LOUVAIN-LA-NEUVE

GENERAL CONDITIONS OF SALE

1. General provisions

Every purchaser who places an order is deemed to be aware of our general conditions of sale and to adhere to them completely and in full. Unless the supplier signs a written dispensation, these conditions shall govern the contractual relations between the parties, even if our clients' general conditions stipulate otherwise.

2. Offers and orders

Our sales offers are understood to be free of obligation. Our sales prices are the prices in force on the date of delivery. Orders shall not become definitive until confirmed in writing.

3. Deliveries and complaints

Goods shall be delivered and approved at the operations site at Louvain-La-Neuve. They shall be shipped at the expense and risk of the purchaser. The purchaser shall be deemed to have verified the contents of the packages before signing for receipt. Any complaint must be sent to us by registered letter within 96 hours of delivery of the goods, otherwise the complaint will be void. After this period has passed, the goods delivered and the invoice relating thereto shall be deemed to have been accepted by the purchaser. No return of goods shall be accepted without our prior written consent. All defective items shall be replaced or repaired if covered by a guarantee, but no compensation shall be granted in this respect. The lodging of a claim for any reason shall not confer upon the purchaser the right to suspend or withhold payment of invoices due, even in part.

4. Payments

Unless the invoice specifically stipulates otherwise, all payments shall be made in cash on receipt of the goods, at our company's head office or to the financial institution mentioned on the invoice. This condition shall not prevent a draft being drawn on the purchaser. Goods invoiced shall remain our property until the invoice is paid in full. In addition, the purchaser shall undertake not to part with the goods until they have been paid in full. All invoices not settled by their due date shall give rise to the payment, ipso jure and without prior demand, to conventional delay interest at the rate fixed by the law of the 2th of August 2002 regarding late payment in commercial transactions plus 2% with a minimum of 10% per year on the one hand and to a fixed, irreducible penalty representing 10% of the total value of the invoice, the minimum being EUR 125.00, by way of damages on the other hand. In addition, failure to settle an invoice by the due date shall render the balance payable on all other invoices, even those not yet due, payable immediately.

5. Termination of contract

If the purchaser fails to fulfil one of its obligations, or a charge of distraint is made against it, or the purchaser refuses to supply sufficient guarantees, or it is subject to a winding-up order, bankruptcy petition or compulsory liquidation process, we reserve the right to terminate the contract by means of a registered letter. In the above-mentioned circumstances of termination, or in all other instances in which the contract is terminated in disfavour of the purchaser, the purchaser shall be required to return the goods already delivered but not yet paid for in full on one hand, and to pay a fixed compensation corresponding to 25% of the total value of the invoice on the other hand, without prejudice to any other damage that may be payable.

6. Applicable law and competent jurisdiction

All disputes between the Supplier and his purchaser shall be governed by Belgian law and shall fall exclusively within the scope of competence of the Judicial District of Walloon Brabant (Belgium).

If the client has his head office or residence outside Belgium, Icoms Detections reserve the right to sue the client before the competent courts in accordance with the common rules regarding competent jurisdiction.

WARRANTY POLICY, REPAIR AND AFTER-SALE SERVICE

1. Icoms detections warrants that the products delivered are free from manufacturing defects, within the framework of normal use of the appliances, for a period of two (2) years from the date of departure of the Icoms workshops, with the exception of the batteries (if applicable) for which a six (6) month warranty applies.
2. If a product has a malfunction during the warranty period, Icoms Detections will, on its own initiative, make the decision to either repair the defective unit, or deliver to the purchaser an equivalent product or a component to replace the defective component. All replaced products become the property of Icoms Detections.
3. The defective product must be returned to Icoms Detections within the warranty period, at the purchaser's expense, insured and packaged in its original or similar carton in order to avoid any damage during transport. It must be accompanied by the necessary documents (please request an RMA return number beforehand), explicitly detailing the nature of the defect encountered.
4. Icoms Detections will not assume any responsibility for defects resulting from normal wear and tear of the equipment, voluntary degradation, neglect, damage due to improper packaging, improper use, failure to comply with the instructions for use or instructions given (whether orally or in writing), modifications or repairs made without the consent of Icoms Detections.
5. The warranty on repairs performed is six (6) months.
6. Repairing a product does not prolong the duration of the warranty.
7. The warranty does not apply to products entered in the shop under cover of the warranty and on which no defects can be found. The labor, the cost of taking over and return transportation will be charged to the customer. The same is the case if the fault is the discharge of the battery.
8. If the product is not covered by the warranty, a repair estimate will be made. The administrative cost is EUR 80 per unit. This cost will be deducted from the invoice if the quotation is accepted by the customer. The administrative cost will be due if the quotation is refused and if the customer wants to recover the non-functional material, in which case shipping costs will be charged.
9. The equipment for which a quotation has been prepared will be kept in our workshops until agreement from the customer in the form of a purchase order. The time to accept the quotation is maximum three (3) months after which custody rights will be charged to the customer. The maximum period of custody is Six (6) Month after the product arrives at the supplier. After this time, we will be able to dispose of the equipment.

LIMITATION OF LIABILITY

The liability of Icoms Detections is limited to repairing defects or replacing the product during the warranty period including transport costs for repair or replacement if the warranty claim has been accepted. Costs of de-installation or installation are always at the expense of the customer.

To the fullest extent permitted by law, Icoms Detections will not be liable for any indirect, incidental, special or consequential damages (including lost profits, lost data or loss of use) of the customer or its clients arising out of any product or service provided under this agreement.

Icoms Detections is never liable in case the operation of the product is limited or prevented by its installation, its housing or if it is used in combination with software or hardware from third parties.

In case of liability of Icoms Detections, its liability is limited to 25% of the invoice amount, VAT excluded.

PRIVACY POLICY

I. General provisions

ICOMS DETECTIONS respects and protects your privacy and respects all the provisions of the General Data Protection Regulation 2016/679 coming into effect on the 25th of May 2018. This privacy policy specifies how and to which ends Icoms Detections collects and uses your personal data and inform you about the process if you wish to access/ verify your personal data that Icoms Detections has recorded. This policy clarifies also how you can ask for a correction or a removal of the files of Icoms Detections.

II. Identity of the Data Protection Officer

The DPO is: ICOMS DETECTIONS S.A. (Avenue Albert Einstein 11B, 1348 Louvain-la-Neuve – Belgium) ; person of contact : Etienne van den Bogaert ; phone number : +32 10 45 41 02; email: info@icomsdetections.com

III. Identity of the Data Protection Deputy

The DPD is Etienne van den Bogaert.

IV. Collected data by ICOMS DETECTIONS

ICOMS DETECTIONS records the personal data of her clients, particularly in case of request of an estimate, an order/ buying.

Generally, your name, address, company or organisation, your phone number and/or email, your language and your function will be recorded.

V. Access, correction and removal of your personal data

Your consent is systematically obtained by your subscription to the general terms of our company and more specifically to our privacy policy.

Notwithstanding this consent, you can at any moment:

1. Access your personal data to correct them;
2. Ask us to correct or update them;
3. Ask us to limit their treatment (to prevent the treatment of sensible data related to health, genetic or biometric);
4. Counter the treatment, even for direct marketing;
5. Ask us to remove your personal data from our files.

To this end, you can contact ICOMS DETECTIONS:

ICOMS DETECTIONS

Address : Avenue Albert Einstein 11B, 1348 Louvain-la-Neuve – Belgium

Person of contact : Etienne van den Bogaert ;

phone number : +32 10 45 41 02; email: info@icomsdetections.com

BCE: 0451.864.602

VI. Finality of the treatment: the goal of the collection of your personal data and the use that is made of it by ICOMS DETECTIONS – Duration of conservation of your personal data.

The collection of the personal data of our clients is needed to the good execution of our contracts with our clients or our suppliers, and to our legitimate business interests.

It's indeed essential to know the people with whom we are working with and who we trust to answer their demands, to keep them informed about our activities, products and services, to correspond with them, to identify them more easily during their next visit on the website of Icoms Detections, to establish statistics and to proceed to communication in order to improve our customer services.

The data is only destined to Icoms Detections. It will not be given away, unless to be treated or preserve by a subcontractor, always in our own interest. Except the case of storage, we don't have the intention to transfer the personal date to countries outside the European Economic Area.

VII. Information put automatically on your hard drive (cookies)

A "cookie" is a file send by an internet server who registers itself on the hard drive of your computer. He keeps a trace of the visited website and keeps information about this visit.

During your visit on the website of Icoms Detections, in case of any request for an estimate or any online or on paper subscription and during your identification through a registration form, Icoms Detections can store informations on your computer under the form of a cookie. This information allows us to offer a better service through the knowledge of your language, and have as unique goal to identify your more easily during your next visits on our website.

You can, on most of the internet navigators, delete the cookies on your hard drive, block them or ask that we notify you their presence before that they are memorised. To know more about it, consult the instructions displayed on the information screen of your navigator.

VIII. Complains

Complains that ICOMS DETECTIONS won't be able to solve by herself can be transferred to the control-authority, like the "Autorité de la Protection des données en Belgique" (rue de la Presse 35, 1000 Brussels – phone number: +32 (0)2.247.48.00; fax +32 (0)2.247.48.35: email: contact@apd-gba.be; www.autoriteprotectiondonnees.be).