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## General conditions

### 1. Offer, prices and conditions

The specific conditions which govern the business agreement between UP trace and the customer are expressed in writing in the offer of goods and services and transmitted to the customer.

The present general conditions are an integral part of the offer: any order placed implies the total adhesion of the customer to the present general conditions. The prices indicated in the offer are only for the realization of the services described therein, excluding all other services.

The price offer is made on the basis of information provided by the customer. In case of any modification of the desired service, the contractor is authorized to review his price offer.

The contractor undertakes to do everything in his power to offer the customer a high quality service. However, the provider reserves the right to refuse an order from a customer who has not fully or partially paid a previous order or with whom a payment dispute is in progress.

The contractor is entitled to have the services ordered by any collaborator or subcontractor of his choice, under his own responsibility.

Our offers are valid for 30 days. Unless otherwise mentioned in the offer, the prices given do not include VAT. Any taxes and additional charges (travelling costs, transport costs, hotel expenses), resulting from the conclusion or the execution of contracts will be the customer's responsibility.

### 2. Delivery periods

The delivery periods are the ones stipulated, as an indication, in the offer, and confirmed on the confirmation order. No compensation resulting from a delivery delay can be reclaimed to UP trace.

If stipulated in the contract, the starting of the delivered material/solution and the training of customer's staff will be assured by UP trace, respecting the time frame and deadline mentioned in the order confirmation or any other confirmation.

Delivery is free in the BENELUX region and Northeast of France for any order from 650€. Below 650€ or for any other destination, a fixed price will be billed for transport costs and administration.

The transport costs related to ink deliveries for printing (inkjet) systems will always be the customer's responsibility as they require special transport conditions corresponding to the current standards for this type of product.

### 3. Expeditions

Unless stipulated otherwise in the offer, the goods are loaded, transported and unloaded at the risk of the customer whose responsibility is to assure the transported goods. The signature of the customer on the delivery or the removal of the goods in our stores by the customer is worth acceptance of the goods. Deliveries at customers can be made during the usual office hours, which are from 8am to 6pm. Any refusal of reception (except if damaged) will give rise additional costs corresponding to those invoiced by the carrier.

### 4. Payment

The goods are billed in accordance to the terms written in the offer given to the customer. Invoices are payable within 30 days of the date of invoicing except the cases where the offer of UP trace stipulates a cash payment, early payment or another agreement.

Any complaint relating to an invoice must be sent no later than 8 calendar days after receipt, by e-mail and confirmed by postal mail, sent to the head office of the Provider. Failure to comply with these conditions of delay and form, the customer will no longer be able to contest his invoice.

In case of non-payment of an invoice by due date, any amount due by the customer, in whatever form, will become immediately due and our company will have the right to cancel all other accepted but pending orders. Any invoiced fee that remains unpaid by due date, is subject to interest at a rate of 1% monthly, as well as an increase of 10% on the initial amount, with a minimum of 60€ by right and without formal demand.

### 5. Property reserve

Any goods delivered to the customer remain the property of UP trace until payment is complete. Nevertheless, as from delivery of the goods, the customer is fully responsible for all damages these goods could sustain or cause.

### 6. Guarantee

The goods sold by UP trace are guaranteed against the defects of materials and manufacturing. Any complaint will be considered only if it is sent to UP trace, by registered letter, during the period of guarantee and at the latest 7 days after the observation of the damage. The guarantee does not cover the resulting imperfections (1) resulting from erroneous or inadequate use by the customer or of the end user, (2) resulting from authorized modifications or misuse, (3) resulting from the use and the storage of products in an environment which does not correspond to the specifications stipulated by the manufacturer, (4) resulting from inadequate support or inappropriate maintenance of the place where the material is, (5) resulting from erroneous specifications or those not mentioned in the product specification document. Spare parts are excluded from the guarantee.

Unless mentioned otherwise in the price offer, the guarantee relative to the goods sold by UP trace starts on the date of the delivery for a duration of 12 months for the material and

of 3 months for software; however without ever being able to exceed the duration of the guarantee offered by the manufacturers.

Consumables are not covered by a guarantee unless otherwise informed. An intervention during the period of guarantee never prolongs the period of the initial guarantee. The guarantee is strictly limited to the replacement or to the timely repair in as minimum a delay as possible but without guarantee of delay, nor defective goods, and this excluded any other compensation for possible direct or indirect damages such as unuse of the installations or unemployment of customer staff, loss of production, loss of income, loss of clientele, etc. ... Expenses resulting from staff travel, within the framework of the guarantee owed by the latter, are always the responsibility of the customer, these travel costs being charged from Oberpallen in Luxemburg. The labour expenses for software and technical interventions are charged in accordance with the specified conditions, with a minimum of an hour and thereafter per half an hour.

In any event, the contractor's liability is limited to the amount of the contract, without prejudice to the client's right to request the contract to be resiliated.

### 7. Case of absolute necessity

In the case of absolute necessity, or if circumstances independent of the will of UP trace render impossible the execution of orders, or if execution generates an additional cost of more than 10% , the latter will be entitled, upon his choice, to suspend the execution of the orders or to cancel them without compensation. In these cases, the responsibility of UP trace cannot be engaged.

### 8. Technical characteristics of products

The customer is considered as having knowledge of the characteristics of products and precautions that they so require, that of all the legal rules aiming at their transport, their storage, their manipulation and their use. The salesman cannot be considered as person in charge of the accidents and any physical or material damages caused by these products.

### 9. Data protection

In relation to individually identifiable information that either party provides to the other about their personnel and other natural persons ("Personal Data"), the party receiving Personal Data may collect, process and disclose such Personal Data to its personnel and Affiliates in order to perform a contract, carry out related transactional and data processing activities, for other legitimate business purposes, and for purposes of legal compliance. Each party's collection, access, use, storage, disposal and disclosure of Personal Data will comply with applicable data protection laws. Each party may engage third parties to provide storage, processing services and other business-related activities related to the Personal Data collected from or provided by the other party; however, each party will secure such third parties' written obligation to treat such Personal Data solely in accordance with the data controller's instructions and applicable data protection laws before transferring or disclosing any Personal Data.

### 10. Confidentiality

The customer and the provider undertake not to disclose, nor to use for their own benefit or that of third parties, any information of a confidential nature, relating not only to the activities of the co-contractors, but also to external third parties with which the parties would be brought into contact under this contract. In general, both parties will treat the information received with the care of a knowledgeable professional.

### 11. Intellectual property

As part of the fulfilment of the present contract, the customer does not acquire the intellectual property of the works, innovations, discoveries or achievements made by the contractor who remains the sole owner.

All the logos, marks, photos and models appearing on the documents exchanged remain the property of the provider. Any reproduction of these logos, trademarks or photographs in whole or in part for commercial purposes may only be done with the prior written authorization of the contractor.

### 12. Particular conditions

The mention of particular conditions will leave intact all the clauses of the general conditions which have not expressly been stipulated.

### 13. Applicable right and competence of the courts

Any contestation of the present agreement recovers from the Luxemburg laws. In the case of dispute, only the courts of Luxemburg are competent, a settlement, eventually arbitrate, being however the preliminary to any possible legal action. In the case of arbitration, each of the parties shall have the right to appoint its arbitrator, the two arbitrators so chosen being entitled to appoint a third arbitrator.