



Improving air because we care

STANDARD TERMS AND CONDITIONS OF SALE

Between:

SIG Air Handling International, with registered office in The Netherlands - Eerste Tochtweg 11 2913 LN Nieuwerkerk a/d IJssel, with enterprise number NL 81.61.77.594.B.01, hereafter named "Seller"

and:

The customer of the Seller, hereafter named "Buyer"

A. General

This writing is to describe the terms and conditions of the sale of specific art pieces, hereafter named "Goods", which are promoted exclusively via the website www.sigairhandling.com, hereafter named "Website", to the Buyer. These Goods are not available for auction and can solely be acquired/purchased by a private or public person or company. These terms and conditions take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given.

B. Orders

This writing is not an acceptance of any order made by Buyer. All sales of Goods by Seller to Buyer are expressly limited to, and made conditional upon, Seller's acceptance of these orders placed by Buyer. Orders may not be cancelled or rescheduled without Seller's written consent. Seller may in its sole discretion allocate the Goods among its customers. All Products offered by the Seller are designated as non-cancelable and non-returnable.

C. Acceptance

After receiving the Buyer's offer to purchase the offered Goods, the Seller will notify the Buyer with regards to its acceptance of the offer, upon which the Buyer is legally obliged to purchase the Goods from the Seller. As such, the Seller and Buyer will be deemed to have entered into sales agreement, hereafter "Contract".

D. Sales price

Although the actual sales prices of the Goods are explicitly mentioned on the Website, the Seller retains its right to alter the price (lower/higher) following the instructions of its Managing Director and Management. These changes are clearly communicated on the Website and are valid for 3 months after publication. The sales price of the Goods are not negotiable at any time. The requested price is based on an estimated market value.

E. Terms of payment

All invoices shall be paid within 15 days after the date of the invoice. If the Buyer fails to pay any invoice when due, or if, in the judgment of the Seller, the financial condition of the Buyer at any time prior to the shipment does not justify the extension of credit, then the Seller may require payment in advance or otherwise modify the payment terms upon notice to the Buyer. The Goods will not be released before the payment has been received by the Seller.

F. Delivery of Goods

The Seller's delivery obligation is to be effected by the Buyer taking delivery of Goods in the offices of the Seller in Belgium, where the Goods are stocked.

G. Limitation of Damages

The maximum liability, if any, of Seller for all damages, including without limitation to contract damages and damages for injuries to persons or property, whether arising from Seller's breach of Contract or other tort, is limited to an amount not to exceed the purchase price of the Goods at issue in the claim. The protection and packaging of the Goods are the responsibility of the Buyer. Every complaint regarding visible damages that are not mentioned on the delivery note and not co-signed by the transporter, will be explicitly rejected by the Seller. In case of invisible damages, the Buyer is obliged to report to the Seller through a written confirmation within 48 hours after delivery, backed-up with a digital photograph of the alleged damages. In default of previous provision, no complaints can and will be accepted by the Seller. The Seller cannot be held responsible in cases of force majeure or incidents that obstruct the normal delivery of the Goods. The Seller reserves the right to suspend or to cancel, partially or completely, the implementation of the Contract, without any consequences resulting in any kind of compensation on behalf of the Seller, or resulting in non-payment of the already delivered Goods.

H. Final Provisions

These terms and conditions will be governed by the Dutch law and in any case of disputes arising out of or in connection with the Contract shall be adjudicated either by the court in Brussels or Amsterdam to the exclusion of references to other jurisdictions. The terms and conditions are effective and applicable in every country where the rights of the parties are currently facing or will face in future.