



GENERAL SALES CONDITIONS

1. General

1.1 These general conditions of sales apply for all deliveries and/or all services, as far as there is no explicit written cessation. Any reference of the general contractor to its own purchasing terms, tendering conditions or others will not be accepted by Air Vision SPRL

1.2 The following words should be understood as following:

- Products: goods and also services, as for example the maintenance, troubleshooting, technical consulting and inspection ;
- The executor: any person referencing in his quotation or in his order confirmation or in his invoice the herein delivery conditions;
- The general contractor: the one to whom the aforementioned offer or confirmation order or the invoice is intended;
- Service: the support of the work

2. Quotation – orders

2.1 Unless otherwise stated, our quotations are always without engagement

2.2 Any order is considered effective only after the written confirmation by our services.

3. Documents

3.1 The buyer agrees to do not use or communicate by any form, the technical drawing, technical documents, projects, that the seller has given him and which remains the property of the latter.



4. Delivery and forwarding

- 4.1 The risks are borne by the general contractor at the latest upon the delivery.
- 4.2 The delivery of the goods is made according the general contractor choice, either by giving the goods ready for dispatching in our warehouses, either by a delivery at place and time announced by the general contractor. In both case, the transport, the unloading and the insurance cover of the goods are done upon the risk and cost of the buyer.
- 4.3 The delivery delay mentioned in our offer is announced only for information and is not constraining. The general contractor cannot in all case mention the non-respect of the delivery delay indicated in order to request compensations or to terminate the contract, unless otherwise stipulated.

Penalties may only be applied if the buyer has notified the seller in writing, while discussing the contract, of his intention to use penalties in case of delay. The penalties will be due, as far as the delay time is attributable to us and that the resulting prejudice for the buyer is real and justified. The penalties cannot exceed 1% per week with a maximum of 10%.

The seller is automatically released from any commitment regarding delivery time:

- a) When the buyer has not complied with the payment terms;
- b) When the information or documents requested by AirVision SPRL were communicated lately;
- c) In case of force majeure such as war, strike, disaster, epidemic, etc.

- 4.4 No claim will be accepted if not communicated within 8 days following the delivery date of the goods.



5. Assignment of the right ownership

- 5.1 The right of ownership shall be transferred to the general contractor only upon complete payment shown on the invoice, with an eventual increase rate for late payment, collection charges and any other costs, taxes or compensation due by the general contractor.
- 5.2 As long as the right of ownership over the goods is not transferred to the general contractor, the latter must clearly and visibly indicate on the said goods that they are property of Air Vision SPRL

6. Clients – responsibility

- 6.1 Any eventual claim relating on damage or loss parts during the transportation should be acted on the CMR presented to the driver, failing which they shall be not considered later on. Any eventual claim relating to our supplies, repairs or other work must be notified in writing within 8 days following de goods delivery or the reception of the work. Any eventual dispute regarding our invoices must be submitted in writing within 8 days following the invoice date. After this period, the goods, repair, others works and invoices are assumed to be accepted.
- 6.2 If our products are integrated in machines not supplied by us, the general contractor is required to test the proper functioning of our products before incorporating them into these machines and to communicate us the result of this test within 8 days after the goods delivery. In the opposite case, we decline all responsibility from our side and cancel the guarantee mentioned in the article 7.
- 6.3 Supplies, repairs and other work reputeded by us as defaulting are exclusively repaired or replaced by us, without that the general contractor being able to evoke any compensation. No damage or indirect cost, such as, but not limited to, freight cost, docking fees, “off-hire” for vessels, loading, loss of profits due to breakdowns or production losses, losses due to some consequences, etc. does



not give right to any compensation. Any invoice from the general contractor or a third part will be not refunded by AirVision SPRL in all the case.

6.4 We do not accept any responsibility, for any damage, of any kind and for any reason, attributable to:

- Products other than those that have been repairs or delivered by us.
- Products that have been repaired or delivered by us, but on which operations, treatments or repairs were subsequently performed by others, without our prior written permission.

6.5 In all the cases, the general contractor must bring any legal action against the seller, based on hidden defects or the delivered goods, repairs and other works, within 6 months following the delivery of the receipt of the goods.

7. Warranty – Supply of new machines and spare parts

7.1 We guarantee to the buyer exclusively and within the limits announced below, the proper mechanical operation of the entire fan except the foreign “elements” assembled to our supply.

7.2. The seller shall take over to rectify any malfunction caused by malpractice from his side or resulting from a manufacturing default, from the design (and from assembly if performed by Air Vision SPRL).

The warranty is excluded when the malfunction is resulting from other causes due to the negligence of the buyer, a case of force majeure, the normal wear of the material (and especially the belts, coupling parts, sleeve connection, bearings...etc.).



7.3 The warranty period expires at the 1st of the following dates:

- 12 months after the machine commissioning
- 15 months from the delivery date.

This warranty applies to fans operating under normal conditions and in the speed and temperature range specified in the design of the machine. The clogging, abrasive wear and/or corrosion are always excluded from our warranty. The exclusion applies also for repairs resulting from deteriorations caused by negligence, lack of supervision or lack of maintenance from the side of the user.

7.4 The period of warranty covering a machine that has been fully repaired or revised by our services is set at 6 months, taking effect after the delivery date, with condition that the machine has been fully assembled by us and used in normal conditions of exploitation and under the supervision of a specialized personnel.

No warranty will be allocated on the parts that refurbished or repaired, meaning that was not replaced by our services. The consequences of clogging, abrasion and/or corrosion are all the time excluded from our warranty. The exclusion applies also for repairs resulting from deteriorations caused by negligence, lack of supervision or lack of maintenance from the side of the user.

7.5 To benefit from the guarantee mentioned in the articles 7.1 to 7.4, the buyer must inform the seller of existing defects in the shortest delay. He can't avail the guarantee claim in order to suspend or defer his payment. In his side, the seller must at the earliest show up his intentions to the buyer, namely, either to refuse the guarantee claim, either to request the return of the equipment for examination, repair or eventual replacement, transportation costs at the expense of the buyer.



7.6. If the goods cannot be returned to Air Vision's workshops or its subcontractor for repair, Air Vision can offer to operate on site. In that case, the warranty covers the defective parts and the time spent on site by Air Vision's delegated personnel, excluding time and cost travel and accommodation as well. The guarantee does not cover the cost of assembly and disassembly of parts on site, as well as any other cost by third part to allow access of the defective parts (cranes, equipment dismantling of third parts, etc.).

7.7 The warranty of Air Vision SPRL is strictly limited to the obligations mentioned in articles 7.1 to 7.6 and does not cover, in any case, indirect costs as for example: production loss, exploitation costs, damages to goods separated from contract, etc.

7.8 The guarantee or liability of Air Vision SPRL for all material and/or intangible damage is limited to 1% of the value of the order and its amendments.

8. Guarantees granted on characteristics

8.1. Inspection and test: tests might be done at the buyer request, in the factory and before delivery. The costs, in this case, will be on expense of the buyer. In case of dispute by the buyer on goods performances after delivery, the latter may ask to the seller measurements on site, if the operation is possible, any costs other than the hours spent by our staff on installation site will be at the expense of the buyer. The Buyer will bear all expenses engaged if the proof is made that all seller services have been respected.

8.2. Flow rate, efficiency

The tolerances for fans are summarized in the ISO 13348. For fans the tolerance AN3 is normally applicable unless otherwise specifically agreed upon.

For specially fans (e. g. rubberized fans, special one-off impellers, gastight design, explosion proof fans etc.) the tolerance AN4 is applicable.

Inlet/outlet disturbances are not included and have to be included separately.



Tolerances that are not based on ISO 13348 must be agreed upon separately in writing.

Parameter	Tolerance grade (air and noise)				Additional information
	AN1	AN2	AN3	AN4	
Volume flow rate, q_V	± 1 %	± 2,5 %	± 5 %	± 10 %	
Fan pressure p_F	± 1 %	± 2,5 %	± 5 %	± 10 %	
Power, P_r ^{a, b}	+ 2 %	+ 3 %	+ 8 %	+ 16 %	Negative deviations are permissible.
Efficiency, η	- 1 %	- 2 %	- 5 %	- 12 %	$\Delta_\eta = t_\eta$ i.e. the value of t_η is identical with the permissible tolerance of the efficiency. Positive deviations are permissible.
A-weighted sound power level, L_{WA} ^c	+ 2 dB	+ 3 dB	+ 4 dB	+ 6 dB	$\Delta_{L_{WA}} = t_{L_{WA}}$ The value of $t_{L_{WA}}$ is a permissible tolerance of the sound power level. Negative deviations are permissible.

8.3 In some cases, the seller will be able to guarantee characteristics corresponding to operation of the fan on several holes. Permitted tolerances will then subject of specific agreement with the buyer. They will be in general wider than those specified for the normal operating orifice.

8.4. Sound level of the fans

a) Conditions: the overall sound level or the values at the several octaves are the arithmetic mean of the 7 measurement points in the horizontal plane through the axis of rotation of the fan alone placed in an infinitely free field.

These particular conditions are indeed the only ones we can calculate and consequently guarantee for a single fan. These conditions are not taking into account, the reverberation noise effect generated by the driving device or by an upstream or downstream accident (bend, perforated sheet, directing sheet, adjustment sheet, venturi sheet, dispersing sheet, damper sheet, burner sheet, etc.), noise consequences generated by a cooling impeller necessary due to the use of fan for temperature gases over 120°C, the noise level radiated by the flexible connections equipping the inlet/outlet of the fan.



b) Tolerances on our guarantees: the tolerance given is +/- 3 dB on the overall average level, and +/- 5 dB on the sound pressure level by octave band of the single fan operating on the hole corresponding to the guaranteed aeraulics characteristics. The tests for the control of acoustic characteristics will be done at the exclusive expense of the buyer.

9. Payments

9.1 Unless otherwise stipulated, all invoices are payable in cash; meaning in the 30 days following the invoice date and without deduction of discount.

9.2 In the event of failure to pay on the due date, the amounts due shall, in full right and without prior warning, be increased by a debit interest set up at the deposit rate of the current account at the national Bank of Belgium with 4%, with a minimum of 10% per year, and without that this clause is terminating the immediate legal action.

9.3 If the invoice is not honored within 8 days of the due date, the amount of the unpaid invoice is, by full right and without formal notice, increased by 10%, with a minimum of 50€ by invoice.

10. Contract termination

10.1 The contract, for which these general condition and terms apply, will be terminated ipso jure and without any legal action or intervention in the case of:

- a) Bankruptcy of the general contractor
- b) Seizure or the goods and/or properties of the general contractor
- c) Non-payment of the purchase price at the deadline

10.2 According the orders placed by the general contractor, if Air Vision SPRL has already started the production of the specific goods, the general contractor will



be required, in case of contract termination by him, to compensate Air Vision SPRL for any revenue shortfall, resulting costs and related losses.

10.3 If Air Vision SPRL has not yet started the production of the goods ordered, the general contractor will pay a fixed-allowance equal to 20% of the purchase price.

11. Disputes

11.1 If one of the clauses of this contract is declared invalid or inoperable, the validity of all other clauses will be not questioned.

11.2. Any dispute related to the interpretation or execution of the orders will be handled by the Nivelles Commercial court.

12. Arbitration

12.1 As a guarantee and reciprocal commitment to a rapid dispute resolution, the Belgian Arbitration Institution (I.B.A) is responsible for the appointment of arbitrators who will be competent to settle each dispute arising from this contract, in a definitive manner and in accordance with its operating rules which can be obtained free of charge from the Belgian Arbitration Institution (I.B.A).