
General Sales and Return Conditions (Version: 2023/02/14)

1 Application of the conditions

- 1.1 By placing an order with the supplier, the buyer agrees to the following sales conditions. "Supplier" means "Simovision bv" whose registered office is located at Vriendschapsstraat 30, B-3090 Overijse, with operational offices at Vriendschapsstraat 30, B-3090 Overijse.
- 1.2 Unless otherwise agreed in writing between the parties, the present General Conditions constitute the entirety of the agreements between the buyer and the supplier, notwithstanding all contrary provisions that could occur on order forms or other documents issued by the buyer. Only written conditions explicitly accepted by the supplier may deviate from these general conditions or supplement them.

2 Orders

- 2.1 All sales or otherwise provided contracts concluded with a representative validly authorized by the supplier are binding for the buyer.
- 2.2 The supplier does not accept orders by telephone, fax or e-mail, unless these have been accepted explicitly by the supplier in writing.
- 2.3 Any cancellation of an order or a contract by the buyer is subject to the written and prior agreement of the supplier. The supplier may refuse the cancellation of an order or a contract and demand the full or partial execution of it.
- 2.4 Any cancellation of an order by the buyer will give rise to compensation, which parties hereby estimate by common accord at 30% of the value ordered, by title of damage suffered due to business disruption, construction of stock and loss of profit on the part of the supplier.
- 2.5 If the execution of our obligations is prevented by an external cause, coincidence or force majeure, the execution of the contract will be suspended if the hindrance is of a temporary nature and shall be declared void when this hindrance is definite.
- 2.6 No return of goods of any kind will be accepted without the prior written consent of the supplier. The buyer will request the return via www.simovision.com or by e-mail via order@simovision.be.
- 2.7 Under no circumstances will returns be processed or credited without prior request.
- 2.8 Goods placed in consignment remain the property of the supplier but are managed as a good householder by the consignee. Loss of or damage to goods in consignment will be passed on to the consignee. At any time, the supplier of the goods in consignment may come to inspect them without this inspection relieving the consignee of his responsibilities.

3 Prices

- 3.1 Prices are net in euro, ex supplier warehouse and exclusive of VAT.

4 Deliveries

- 4.1 The goods travel at the expense and risk of the buyer, even if the transport is organised, in whatever capacity, by the supplier.
- 4.2 The delivery times are indicative and strictly given for information only.
- 4.3 For orders of more than 700 euros, as well as for deliveries of intraocular lenses, no shipping costs will be charged to the buyer. For orders whose amount is less than or equal to 700 euros,

the shipping costs are charged to the buyer. The shipping costs are subject to the economic climate and are subject to change.

- 4.4 Delivery times may in no case give rise to compensation or cancellation of the order by the buyer. The supplier undertakes to take the necessary steps to keep the buyer informed of these delivery times.
- 4.5 Unless otherwise agreed, the supplier reserves the right to charge the goods or services pro rata according to their version, even if it concerns partial deliveries. The buyer undertakes to accept such partial deliveries.
- 4.6 The supplier reserves the right to exclude the buyer from future deliveries in whole or in part if there are valid reasons for such exclusion. These valid reasons include the shortage of goods or the violation of these general terms and conditions by the buyer.
- 4.7 Except in the case referred to in Article 6 (complaints), ordered goods are only taken back, exchanged and/or credited (at the buyer's choice) in the following circumstances:
- 4.7.1 After written return request, accepted by the supplier.
- 4.7.2 For goods whose expiry date is more than 6 months from the date of the above request.
- 4.7.3 When goods are not damaged (opened, packaging damaged, writings on packaging, packaging in such a condition that the goods can no longer be sold without discount).
- 4.8 Products specifically produced for the buyer or put into production for the buyer cannot be cancelled or taken back. If the buyer cancels the order, he is obliged to pay all costs incurred by the supplier in connection with that production, in addition to the compensation stipulated in Article 2.4.
- 4.9 Goods eligible for take-back or credit will be taken back and credited at 100% of their value after deduction of a handling fee of €50 up to 30 days after delivery. Goods eligible for credit, returned between 30 days and 60 days after delivery, will be credited at 90% of their invoice value. Goods eligible for credit, returned between 60 days and 90 days after delivery, will be credited at 80% of their invoice value.
- 4.10 Goods with an invoice value equal to or less than €150 will never be credited.
- 4.11 Return of goods after expiry of the 90-day period after delivery is not possible. These goods will therefore never be credited.
- 4.12 Goods returned by the buyer but not eligible for credit because they do not meet the above criteria will always be returned to the buyer.

When the buyer returns "back-up" lenses that are damaged, an invoice will be issued to the buyer at the rate of 50% of the price as indicated on the price list.

5 **Payments**

- 5.1 All invoices must be paid within 30 days after the end of the month of the issued invoice, unless otherwise stated on the invoice or in the agreement.
- 5.2 Payments must be made to the accounts stated on the invoice. In the event that the supplier has transferred his invoices to a factoring company, the buyer will have to pay on the account of the factor.
- 5.3 In the event of a possible notice of default for reasons of non-payment, all costs will be borne by the buyer.

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- 5.4 Failing payments, the supplier has the right to terminate all concluded contracts and cancel all current orders.
- 5.5 By way of derogation from Article 1583 of the Civil Code, the transfer of ownership takes place after full payment of the sale price, increased with possible costs, and provided that there are no other overdue invoices, unless the supplier approves exceptions.
- By concluding the agreement with the supplier, the customer explicitly agrees to this retention of title. Consequently, in the event of bankruptcy of the buyer, the supplier may object using his retention of title on the purchased goods to the other creditors of the buyer.
- 5.6 The supplier reserves the right to pick up the unpaid goods at any place where the goods are located and at the expense of the buyer.
- 5.7 The risk passes to the buyer from the provision of the goods EXW.
- 5.8 Representatives of the supplier are not authorised to collect invoices from suppliers, nor to issue valid waivers, sign or enter into legal obligations. Exceptions can only be made by the supplier himself.
- 5.9 If there is a separate and prior agreement between the supplier and the buyer, an annual discount may be applied to invoices at the end of the calendar year. The discount only applies if all invoices to which this discount would apply were paid by the buyer on the due date.
- 5.10 If the buyer does not submit a complaint within five days from the date of dispatch or placement, invoices shall be deemed to have been accepted.

6 Complaints

- 6.1 The supplier guarantees his goods against any manufacturing defect that can be proven by the buyer within one year of purchase. The supplier does not provide any other guarantee, unless it has been explicitly accepted in writing.
- 6.2 Five days after the date of the delivery note, no further complaints will be accepted by the supplier.
- 6.3 All complaints must be submitted by e-mail via order@simovision.be, by registered mail or via the website www.simovision.be. No complaint will be accepted if it is not addressed to the supplier within three working days (i) after the customer has received the goods in the event of a visible or noticeable defect or non-conformity or (ii) after the customer has discovered a hidden defect or non-conformity, except for the warranty period stated in Article 6.1. Each complaint must contain a reference to the relevant delivery note and a description of the defect or non-conformity in as much detail as possible.
- 6.4 If the defect or non-conformity is proven, the liability of the supplier is in any case limited to the exchange or refund of the non-conforming goods, at the option of the supplier. Under no circumstances can the seller be obliged to reimburse the buyer by more than the value of the goods affected by the non-conformity.
- 6.5 Simovision® is not responsible for the quality of the products it distributes. It follows that Simovision® shall not at any time be liable for any damage arising directly or indirectly from the use by third parties of the products it distributes and which is linked to the quality of these products.

7 Miscellaneous

- 7.1 When the supplier places products on loan with the buyer, the buyer is responsible for possible damage which might occur to these products during this loan period. Possible damage will be invoiced to the buyer.

8 **Disputes**

8.1 Any dispute shall be subject to the jurisdiction of the Courts of Brussels.