



General Terms and conditions of Sales and Services

1. Scope

These conditions apply to all and every contract through which KAMEO Bikes SPRL (in summary KAMEO) undertakes to transfer the ownership of tangible movables or to perform any material or intellectual services and works whatsoever for the benefit of its contracting partner. These conditions always take precedence over the Client's eventual general conditions, unless KAMEO has expressly accepted the application of all or part of the Client's conditions in writing, upon acknowledgement of the purchase order. Furthermore, it may be departed from these conditions by special ones which are the subject of a written agreement between the parties. Therefore, these conditions remain applicable for any matter that has not been settled by the aforesaid special conditions. If one or any of the provisions drawn up in these conditions could not be applied, notably because the validity thereof would have been rightfully protested, all the other provisions will remain applicable.

2. Forming of the contract

The contract can only be considered as validly formed: a) if a written offer by KAMEO is the subject of an acceptance unreservedly on behalf of the recipient of the offer, or b) if KAMEO accepts unreservedly an order to it made by the Client. Any addition, cancellation or modification made to the offer mentioned in point a) above, or to the order mentioned in point b) above forms a counter-offer and postpones the forming of the contract until the other party has expressly accepted it. This can only be otherwise if the offer or order expressly stipulates that as regards to one or any point, the simple acceptance by the other party is not a condition to form the contract. Offers from KAMEO are valid for one month from the day they are sent to its Clients, unless expressly stipulated otherwise. KAMEO is only committed to offers, acceptances or written agreements signed by the people with the power to undertake the latter towards a third party, whether by virtue of KAMEO's statutes, whether by virtue of its system of authorized signatures or by virtue of a proxy. With respect to KAMEO, this cannot be replaced in the absence of such a written document by statements or presumptions, even if a written proof had been commenced in the meaning of article 1347 of the Civil Code or an impossibility to pre-form written proof in the meaning of article 1348 of the same code. The open proof regime may, on the other hand, be invoked by KAMEO with respect to its Clients.

3. Prices

3.1. Prices are net, VAT not included. Unless an express special condition, all transportation and packing costs are at the Client's expense. The possible conversion of BEF/EUR is given for information only.

3.2. When the contract concluded with the Client relates to goods and/or services to be imported by KAMEO, the price of the latter is determined on the basis of the seller's currency rate of the country of origin compared with the Belgian franc or the Euro, as noted in the Stock Exchange of Brussels, on the date the offer was made by KAMEO, or on the date the contract was formed, according to the case (case which will be specified in the special conditions). If, on the day of payment, the exchange rate in

force is different from the rate compared to which the price had been determined, KAMEO has the faculty to adapt the price, either by increasing or reducing the latter, in order to consider the modification of the rate occurred.

4. Terms of payment

4.1. Payments are to be made in cash at the registered office of KAMEO, any and all eventual costs caused by the payments are at the Client's expense. Drawing a draft does not substitute the debt and, therefore, the conditions of the contract remain applicable. Any acceptance of payment other than in cash by KAMEO does not substitute the debt either.

4.2. If the special conditions allow the Client to pay the price in monthly installments and if the date of one of the installments is not respected, except in the case of force majeure (act of God), the Client loses the right to pay in installments and the full price becomes immediately and rightfully due.

4.3. In the event of non-respect of a settlement date, the amounts unpaid by the Client bring up, rightfully and without warning, and as from the settlement

date, an interest on arrears at the legal rate stipulated in the Belgian law regarding the fight against overdue payments in commercial transactions. Furthermore, any amounts that have not been paid fifteen days after the issuance of a warning are rightfully increased by 15%, with a minimum of 50 EUR, as a penalty clause.

5. Delivery

5.1. Any delivery dates eventually mentioned in any and all the contractual documents whatsoever opposable to KAMEO are only indicative. Under no circumstances will the passing of these dates give rise to any contractual responsibility on behalf of KAMEO. This can only be otherwise if the special conditions expressly provide for the delivery dates to be compulsory.

5.2. When the delivery date is compulsory, according to the special conditions eventually mentioned above, the date is considered to be respected: - for supplies that do not require commissioning: if the supplies have left the factory or the workshop within the delivery date; - for supplies requiring commissioning: if the commissioning was done within the delivery date.

5.3. Any force majeure event, as well as any event which is reasonably unforeseeable at the time the contract is formed, leads to suspension of the imperative delivery date, during the whole period where this event makes impossible the delivery within the agreed period.

5.4. If the delivery is delayed due to an event that occurred at the Client premises, whether this is the cause of the event or not, the Client will owe KAMEO moratory interests set forth in article 4.3., as well as warehouse duties at a rate of 0.5% per started month, calculated on the selling price of the goods concerned and/or on the price of the services and works concerned, this to the exclusion of events of force majeure.

5.5. If the delivery date is not respected, without KAMEO being able to justify itself, and if the delivery date was compulsory, KAMEO will owe an indemnity – per full week late – at a rate of 0.5% of the selling price of the undelivered goods and/or of the price of the undelivered services and works. Under no circumstances will the total indemnity exceed 5% of this selling price. Furthermore, the indemnity will only be due if the Client can prove he has undergone prejudice.

5.6. Partial goods are allowed to be delivered.

5.7. Damages that are not due to transportation and apparent defects should be noted by registered mail and sent to KAMEO, and in any case at the latest: - in the event of supplies of goods and/or services and works without commissioning or with commissioning to be done upon delivery: on the 7th calendar day after delivery; - in the event of supplies of goods and/or services and works with commissioning which was not done upon delivery: the first working day following this commissioning. The Client loses all his rights with respect to KAMEO, regarding the conditions in which the latter has performed its obligation for delivery, if it has not respected one of the notification periods indicated above. Only an eventual guarantee remains for latent defects within the conditions and restrictions listed in point 6 below.

6. The responsibility of KAMEO after delivery

6.1. KAMEO's warranty is limited in accordance with the present provision, subject to modifications contained in the contractual documents. KAMEO warrants that its products are fit for the purposes for which goods of the same description would ordinarily be used and are fit for any particular purpose expressly or impliedly made known to the Client at the time of conclusion of the contract. KAMEO warrants that its services are performed with adequate care. KAMEO's warranty shall expire after a period of 12 months starting on delivery of the products or performance of the services or a period of three months (within the said period) starting on the day on which the Client discovered the defect or fact giving rise to its claim, the first of which to occur. The Client must notify its claim by registered letter, within the above defined time period, failing which the warranty is not applicable. KAMEO shall at its choice either repair the concerned product or replace it, in full or in part. The repair or replacement of said Product shall be limited to the labour and pieces costs, at the exclusion of transport and accommodation costs. Without prejudice to the last sentence of this section 6.1, the Client will not be entitled



KAMEO Bikes SPRL
Quai Marcellis, 24
B-4000 Liège
Belgium

sales@kameobikes.com

www.kameobikes.com

+32 478 99 66 98

to terminate the agreement or to claim any damages of any nature, nor to claim for any other services or obligations, KAMEO being expressly released from any responsibility thereof. Repaired or replaced products shall be warranted for the remaining warranty period, with however a minimum of 6 months starting on the day of replacement or repair. The Client may terminate the agreement, without being entitled to claim any damages, if the repair or replacement of the products is not possible.

6.2. Moreover, the guarantee, and the extent of licences, granted by KAMEO on any and all equipment and/or good and/or software purchased from third parties and integrated into the equipment/installation supplied by KAMEO to the Client are strictly limited to the guarantee, and to the extent of licences, given by the providers of said equipment, good and software on these ones.

7. Order cancellation

Unilateral order cancellation, without any fault of KAMEO In case of order cancellation by the client for any reason, or in case of unilateral cancellation by the client without serious fault of KAMEO, the client will owe KAMEO: - any and all indemnities in principal, interests and costs which should be requested to KAMEO by its own suppliers, manufacturers or subcontractors; - an indemnity equivalent to the real and proper expenses of and incurred by KAMEO, as well as to the profit losses, with a minimum of 15% of the ordered goods and services value. This indemnity will reach 20% of the global value of the goods and services in the case of a unique and special order, and notably, when the goods or services are not included in the usual sales or services program of KAMEO.

8. Transfer of the property and the risks

8.1. KAMEO remains the owner of the supplies of goods and/or services and works until the Client has fully met his obligations towards KAMEO Until this moment, the Client is forbidden to pawn the supplies, to resell them, to transfer them (even for free) or to hide them. If the unpaid supplies have been used by the Client to fill the premises rented by him, he should, per registered letter through the Post and addressed to KAMEO, seek the authorization beforehand to have the supplies sent to such a destination, and mention the name and address of the owner, and the address of the rented premises. Moreover, he should notify the reservation of title to his lessor, and to the mortgagee or possible guaranteed creditor. KAMEO is free to proceed to the registration of the invoice in order to protect its privilege of unpaid seller.

8.2. The risks are transferred to the Client as soon as the supplies are identified in the workshop or factory of KAMEO The transportation is then executed at the Client's own risks, even if the special conditions stipulate that KAMEO provides for the transportation costs, for example, by mentioning 'Delivery free'.

9. Termination clause

Any and all non-fulfilment by the Client of any one of his obligations, notably if he fails to pay any amount due at maturity, enables KAMEO to rightfully declare the running contracts terminated, by sending a registered letter through the Post, addressed to the Client, without the termination being subordinate to

the sending of a warning beforehand. The termination means that the Client has no other option than to return all of the material delivered to him before the termination, and also means that KAMEO has to reimburse the deposits collected, without prejudice to any other damages that KAMEO is entitled to assert.

10. Guarantees

If it appears that the Client's credit is questioned, for any reason whatsoever, KAMEO is entitled to demand the latter supplies guarantees, real or personal, even if the granting of such guarantees is not foreseen in the contract signed initially. The Client is required to supply these guarantees within the period mentioned by registered letter through the Post sent to him by KAMEO in this regard. If the Client fails to supply the guarantees claimed within this period, KAMEO is entitled to declare that the contract is rightfully terminated, according to the terms provided for in point 8 above.

11. Confidentiality and intellectual property rights

KAMEO is the sole and exclusive owner, holder or user of any intellectual property rights ("Intellectual Property Rights") such as, but not limited to,

patents, know-how, trademarks, trade names, trade secrets, logo, utility models, distinctive signs, copyright, software, or any other intellectual or industrial property right, registered or not, or liable to be registered or not, within the context of the conception, development, manufacturing, commercialisation or any other exploitation means of its products and services. Any discussion, negotiation, offer, sale or service made by KAMEO shall not, in any case, grant or confirm, either expressly or impliedly, any licence or other right to said Intellectual Property Rights, whether patents, copyrights, trademarks, trade names, trade secrets, software, know-how or any other intellectual property. Any and all information of whatever kind or nature including any technical, commercial, financial or other information, subject or not of Intellectual Property Rights of KAMEO, and any idea, creation, invention or form likely subject of Intellectual Property Rights of KAMEO within any discussion, negotiation, offer, sale or service, including any information which can be obtained by examination, dismounting, testing or analysis of any part or component of this information, which is disclosed to the Client by KAMEO or which comes to the Client's knowledge, is confidential and/or proprietary in nature or under the control of KAMEO and shall be considered and treated by the Client as confidential and the property of KAMEO (the "Confidential Information"). The Confidential Information shall be only used by the Client within the context and for the discussion, negotiation, and the good performance of any agreement/project with KAMEO, shall be kept in strict confidence by the Client, and is strictly prohibited from any copy of it and from any disclosure to any third party. The Client shall refrain from using the Information against KAMEO's interests, shall ensure that it, its agents, representatives, organs, employees, individuals or any person or entities (such as, but not limited to, affiliates, counsels, buyers, or subcontractors, their organs, agents, representatives, employees, individuals) concerned either directly or indirectly by an absolute necessity for the successful performance and execution of any discussion, negotiation, agreement, project with KAMEO, shall respect the present Intellectual Property Rights and Confidential Information stipulation, and shall subscribe with them an agreement including at least the same undertakings and obligations as mentioned in the present stipulation in favour of KAMEO, being understood that the Client shall be jointly and severally liable for the strict respect of the present stipulation by said persons and entities. This stipulation shall entirely remain in force and binding the Client even after termination of any discussion, negotiation, agreement, project with KAMEO.

12. The Client will respect the rules and regulations in force in Belgium and abroad, relative to the restriction of exports and to which the goods and/or services and works are to be submitted.

13. Any dispute relating to any agreement with the Client shall be submitted to the Courts of Liège (Belgium). Said agreement is governed by Belgian law, including international treaties applicable pursuant Belgian law. Safety prescriptions applicable to the delivered supplies of goods and/or services and works are those in force in Belgium, on the date of the offer drawn up by KAMEO to the Client, or on the date of the acceptance of the Client's order by KAMEO

Only the French version of these conditions is the authentic text.