

Standard Guarantee and Liability Terms 06/2016

These Conditions shall be applicable between allóra Factory BVBA (hereinafter 'allóra Factory') and Purchaser, unless otherwise agreed by written agreement between the Parties.

allóra Factory guarantees that the developed product is in line with the specification as given in this document. If there is a risk that the specification can not be met this will be clearly mentioned in the specification and/or offer.

A change in the specification can have an effect on the development time, production time or result in other costs. When changes are made after the specification has been approved changes in time and/or cost will be reported by letter or mail by allóra Factory. The changes will only take effect when these changes in time and/or cost have been approved by the Purchaser by letter or mail.

Specifications are only binding as long as allóra Factory has the possibility to test them. allóra Factory is not responsible for the look-and-feel of a product. The Purchaser can't refuse or disapprove a product based on personal preferences.

allóra Factory is not obliged to prove that the product is in line with the specification unless this is mentioned in the specification. If the Purchaser does not indicate how a certain specification needs to be proven, the decision will be taken by allóra Factory.

allóra Factory guarantees that the product is in line with all required legal guidelines or guidelines in connection with safety,

environment or other as long as these are specified in the specification.

CE certification is only performed if this is explicitly mentioned in the specification.

All documentation provided by allóra Factory is in English.

The Purchaser allows allóra Factory to use third party companies to execute the assignment.

The Purchaser will accept a product within 30 days after delivery (prototypes inclusive) unless otherwise mentioned in the specification. All remarks or complaints also need to be communicated within this time period by letter or mail.

When the assignment is only related to the delivery of an existing product (production of a previously developed product) the delivery needs to be accepted within 8 days after delivery. All remarks and complaints also need to be communicated within this time period by letter or mail.

Hidden defect need to be communicated by letter or mail within 8 days after they have been discovered and within 6 months after delivery of the product.

allóra Factory is not responsible for adjustments done by the Purchaser after the product has been delivered.

allóra Factory can not be held responsible if the product is not used as described in the specification or manual.

Under no condition can allóra Factory be held responsible for any loss, damage, costs, expenses, delays or other liability (included without limitation any financial losses such as loss of profit) caused by the usage of the

product or by the malfunctioning or not functioning of the product as long as the product is developed and produced as given in the specification.

The Purchaser will free allóra Factory of any claims coming from third parties as long as the product was developed and produced as given in the specification.

When a complaint is well-grounded, allóra Factory has the possibility to adjust the product or to develop a new product when it's related to a development assignment. When it's related to a production assignment, allóra Factory has the possibility to fix or replace the product.

Warranty work will be performed by allóra Factory during normal working hours. Only if a service contract is in place warranty work can be performed outside normal working hours.

Cost for shipping the goods for warranty work to allóra Factory are at the responsibility of the Purchaser. If it's not possible to ship the goods to allóra Factory, warranty work can be performed on location. Related traveling and/or lodging costs are at the account of the Purchaser, as well as any extra cost for transportation, packaging, insurance or rent of equipment and/or material.

Claim liability can never be higher than fifteen per cent of the cost of the assignment. If allóra Factory can proof that it's not liable for the damage, malfunctioning or not functioning of the product, the cost for this proof is at the account of the Purchaser.

allóra Factory is not responsible for any third party products delivered by allóra Factory to the Purchaser.

allóra Factory will do his best to avoid infringement of any third party IP (Intellectual Property). allóra Factory can however not be held

responsible for any infringement unless it's explicitly mentioned in the specification that IP research needs to be done upfront.

All documentation will be delivered in electronic format. If printed format is required this needs to be explicitly mentioned in the offer or specification. If not mentioned the additional cost is at the account of the Purchaser.

allóra Factory is allowed to add the Purchaser name and logo to the reference list and to illustrative document the project (text, pictures, drawings) and make it available to others. The document will however not mention any sensitive Purchaser information.

allóra Factory can only be held responsible for damage to goods received by the Purchaser if the damage is caused by carelessness during storage by allóra Factory. The Purchaser needs to provide all the necessary information to allóra Factory to be able to store the goods in a correct way.

allóra Factory will not take an insurance on the goods shipped by the Purchaser to allóra Factory. If an insurance is required this should be taken by the Purchaser or it needs to be explicitly mentioned in the offer or specification that this has to be done by allóra Factory.

Any damage arising from defect goods delivered by the Purchaser to allóra Factory are at the responsibility of the Purchaser. The

damage can be related to allóra Factory or third parties.

Delivery times are only indicative. The offer always assumes full availability of staff and/or goods at that moment. Delivery times are not binding.

allóra Factory has the ownership of the product until the offer is fully paid.

Invoices must be paid within 8 days after invoice date or according to the payment instructions on the invoices.

Late payment will result in an interest of 0,05% a day on the unpaid amount.

When payments are not paid with 44 days, the interest will be increased to 2,0% each month and with a minimum of 100€ to cover court and administrative costs.

If late payment occurs allóra Factory has the right to stop all current and new assignments.

If goods can't be delivered to the Purchaser for any reason outside the control of allóra Factory, allóra Factory has the right to forward all cost to the Purchaser. The warranty period however starts at the moment the goods can be delivered.

allóra Factory has the right to adjust the offer if changes in labour cost, material cost and/or exchange rate can be proven.

allóra Factory has the right to ask a prepayment for large assignments. This will be clearly mentioned in the offer. Late payment of this prepayment gives allóra Factory the right to postpone the assignment without any consequence for allóra Factory.

Prices are always given in Euro (€) (excl. VAT).