

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

The tests and calibrations entrusted to LBT are referred to by the term "Services provided". The "Client" is the natural person or legal entity who entrusts a service to be provided to LBT.

2. Quotes

Quotes are valid until 31/12 of the current year (unless otherwise indicated in the quote). The prices are in euros, excluding VAT, and are indicative: they may be revised should a service provided by LBT not correspond to the initial request (additional measuring points, adjustments etc.).

3. Order

All requests for the provision of services must be laid down in a purchase order or a written agreement, signed by an individual who will make a personal commitment or a commitment on behalf of the company. All orders placed with LBT imply acceptance by the Client of these general terms and conditions of sale as well as any special terms and conditions indicated in the quote. This document will take precedence over the general terms and conditions of purchase of the Client. An order confirmation will be sent to the Client upon receipt of the material (provision of services within LBT facilities) or upon receipt of the purchase order (provision of services on site).

LBT may refuse to provide a service should the method requested by the Client be deemed inappropriate or outdated.

4. Lead time

4.1 Provision of services in the laboratory

The calibration lead time for the provision of services in the laboratory is 11 working days after receipt of the material and does not require an appointment to be made. The lead time is indicative and may be revised in the event of the unforeseen absence of staff, malfunction or maintenance work on a piece of equipment or any fortuitous event or case of force majeure. If an adjustment or any other maintenance or repair work has to be carried out on the appliance, the lead time may also be extended. Lead time overruns may not under any circumstances give rise to financial compensation.

A surcharge will be applied for any request for the provision of urgent services. This will correspond to 1.5x the amount of the service provided without urgency.

4.2 Provision of services on site

Services provided on site are scheduled in advance in agreement with the Client. If the Client wishes to defer the provision of services once an appointment has been made, LBT cannot guarantee that the new dates requested will still be available. The certificates/reports will be sent within a reasonable period after the work has been done.

5. Sub-contracting

LBT may sub-contract services which fall outside its scope of accreditation with the consent of the Client. The prices and lead times vary depending on the sub-contractor on whom LBT calls.

6. Material

6.1 Receipt of material

- The instruments must not pose any risk for the environment or for LBT staff.

- Each appliance must be supplied with the elements required for it to function properly (power cables, battery, software, accessories etc.). Otherwise, the delivery time may be extended.

- If your equipment is fragile, it requires special packaging precautions. Please be sure to protect it properly. LBT may not be held liable in the event of breakage during transport.

6.2 Shipping of material

See special terms and conditions in the quote.

7. Payment

Invoices are payable in euros (€). For first orders, payment in advance will be requested. For subsequent orders, unless otherwise agreed, the terms of payment are 30 days end of the month. In the event of late payment, the amounts due will be increased by a penalty clause of 10% with a minimum of € 75 and interest at the rate stipulated by the act of 2 August 2002 on commercial transactions. Any change in the financial situation of the Client entitles LBT to require payment in advance.

8. Confidentiality

In accordance with the provisions of the GDPR, LBT undertakes to respect the confidentiality of data forwarded and not to forward those data to third parties unless obliged to do so by law.

9. Information provided by the Client

LBT may not be held liable when incorrect information has been provided by the Client and forms an integral part of the certificate/report.

10. Warranty

The results obtained and presented on the certificates/reports apply only to the values measured and do not provide any information regarding the long-term stability of the equipment.

11. Complaints

LBT has a procedure for managing complaints about results (PA-AMR). It can be obtained simply upon request. If appropriate, an amendment may be made to the certificate/report to which the complaint refers. In that case, the new version of the document will be the authentic version and LBT may no longer be held liable if the initial, uncorrected version continues to be circulated and used. Amendments will refer only to the most recent certificate issued for the same piece of equipment.

12. Law and disputes

Orders are governed exclusively by Belgian law, unless otherwise decided in advance between the parties. Should a dispute arise which cannot be settled amicably, the Commercial Court of Walloon Brabant will have sole jurisdiction.