

1 General

1.1 These General Terms and Conditions of Purchase of Telus Applications For Industry referred to as the Purchaser (abbreviation: Telus) are subject to such modifications as may be made by the parties by express agreement in writing.

1.2 By accepting the order, the seller waives any application of the provisions contained in its general or special terms and conditions of sale, even if they provide that they are the only valid ones.

2 Control

2.1 The buyer is entitled to have the quality of the materials and parts of the equipment used in the manufacture inspected and verified by one or more duly authorised representatives at any time and at any stage of manufacture.

2.2 The fact that no remarks have been made during these checks or verifications does not in any way deprive the buyer of the right to refuse the equipment as non-compliant or affected by an apparent or hidden defect.

3 Delivery

Unless otherwise agreed in writing, delivery must be made DAP (Incoterms 2020 CCI), 23 Salzbaach, L-9559 WILTZ (Luxembourg). Delivery schedule is indicated in the purchase order. Delivery must be announced 24h00 in advance via an email sent to logistics@telus-applications. This email must contain the delivery note, the invoice and the material certificate(s) (3.1 or 3.2). Without a certificate, Telus reserves the right not to unload the goods.

4 Delivery time or date

4.1 Unless otherwise expressly stipulated:

- Delivery times run from the date of the purchase order issued by the buyer
- The delivery date or time is imperative.

4.2 If the product is not delivered on the scheduled date, the Buyer is entitled to damages for delay from the contractual delivery date.

Damages for delay are payable at a rate of 0.5% of the purchase price per for each week of delay commenced. Damages for delay shall not exceed 10.00% of the purchase price.

If it is a part of the Product whose delivery is delayed, damages for delay are calculated on the part of the purchase price of the Product relating to the item which, due to the delay, cannot be used as agreed.

Damages for delay are due from the date of the Buyer's written request but not until the delivery is completed or the Contract is terminated. Damages for delay will be due without the need for prior formal notice.

As soon as the delay reaches 4 weeks, the buyer has the right to withdraw from the contract without judicial intervention, after a prior formal notice has not been followed up within 8 days of receipt of the latter.

The application of the above clause does not deprive the buyer of the right to demand full compensation from the seller in arrears.

5 Risk Transfer

The transfer of risk takes place when the goods are actually delivered, either by the seller or by the carrier he has appointed.

6 Payments

6.1 Unless otherwise stipulated at the time of ordering, no deposit will be paid at the time of ordering.

Invoices, which comply with regulations and stipulate the origin, weight and customs code of the products, are sent to Telus by the Seller after delivery. Invoices can be sent by post (Telus, 23 Salzbaach, L-9559 WILTZ) or by email (invoice@telus-applications.com).

Invoices are paid by bank transfer on the due date indicated in the order placed by Telus (due date calculated from the actual date of delivery, the amount paid taking into account any late payment penalties calculated in accordance with Article 4.2 above).

6.2 If, due to any of the circumstances provided for in Article 9, the buyer is in arrears with payment, the seller shall not be entitled to claim damages.

7 Receipt of Merchandise - Complaints

Without prejudice to the application of Article 8, the buyer shall have a period of 10 days from the later of the following two dates:

- on the day of actual delivery of the goods,
- the date of receipt of the invoice,

to lodge any complaint or make any remarks concerning either the conformity or the quality of the goods sold.

8 Guarantee

The seller undertakes to remedy as soon as possible any defect in the goods, whatever their nature or origin, which manifests itself during a period of 24 months from the actual delivery and to compensate the buyer for any damage he may have suffered.

9 Disclaimer

9.2 All circumstances that occur after the conclusion of the contract beyond the control of one of the parties and which prevent its performance are considered to be grounds for exoneration, such as: labour disputes, fire, mobilization, requisition, embargo, prohibition of currency transfer, insurrection, lack of means of transport, general shortage of raw materials, reduction of energy consumption, etc. etc.

9.3 The party relying on the above circumstances must immediately notify the other party in writing as soon as they arise and disappear.

9.4 The occurrence of any of these circumstances relieves both the buyer and the seller of any liability.

10 Applicable law

The contract is governed by Luxembourg law, unless otherwise agreed in writing by the parties.

11 Competent Courts

11.2 In the event of a dispute, only the courts of the buyer's registered office are competent.

11.3 Where the buyer acts as a plaintiff, however, the buyer will have the right to bring the matter before any other court of competent jurisdiction under common law.