



1. **Application:** These terms and conditions apply to all orders accepted by Caeleste. No changes to these terms and conditions shall be binding unless explicitly agreed, in writing, by Caeleste.
2. **Price:** Caeleste shall furnish the products/services in accordance with the prices and delivery schedule stated on the order acknowledgement or on the signed contracts. Transparent costs for masks and protocol for the NRE phase will be charged with a handling fee given in the same document.
3. **Taxes:** Any applicable taxes, including VAT, are not included in the prices shown, but they shall be borne by the customer. The customer will supply any document required to invoke applicable tax exemptions at the request of Caeleste. If these documents are not supplied within reasonable time, applicable taxes will be invoiced to the customer.
4. **Delivery and shipment:** Delivery shall be Ex Works Caeleste, Belgium. Buyer shall appoint a transport company within 5 working days after notification of parcel readiness; otherwise Caeleste has the right to appoint a transport company at the cost of the buyer and in this case storage costs can be applied. Upon pick-up, all risk of loss or damage shall transfer to Buyer. Delivery date shall mean date of the availability of the merchandise.
5. **Payment:** Caeleste shall submit invoices at each shipment made, milestone completion, or service provided under the order. Payment is due and payable in full thirty (30) days from date of invoice. Interest, based on the Belgian law dd 02 August 2002 w.r.t. payment delays for commercial transactions, will be applied per month starting at de due date.. Ownership of sold products will transfer to the customer on receipt of the full payment for these products.
6. **Inspection and acceptance:** Buyer should inspect the articles within fifteen (15) days after delivery. If Caeleste has not received notice of Buyer's acceptance within said 15-day period, acceptance will be presumed.
7. **Warranty:** Caeleste warrants its products/services to be free from defects caused by faulty material or poor workmanship, for a period of one (1) year after delivery. No product or service is warranted to be merchantable or fit for any particular use or application. The warranty is void if the buyer causes damages to the item due to modification, processing, or integration with other items. Caeleste's maximum liability under this warranty is limited to the obligation to replace or, at its sole option, to credit Buyer's account up to the purchase price.
8. **Returns:** Devices will be considered for replacement up to one year from the date of shipment. All returns require a Return Material Authorization (RMA) number, and if authorized must include part number, invoice number, serial numbers and explanation of problem. No returns will be accepted without a RMA number. Sensors must be handled as ESD sensitive devices, and returned to Caeleste in ESD safe packaging. Returns will be re-tested and if these tests prove that the warranty does not apply the goods will be shipped back to the customer at the customer's expense.
9. **Liability:** Caeleste shall not be liable for incidental, special or consequential damages of any nature with respect to any products sold or delivered, any service rendered, or any failure to meet delivery schedules. In no event will Caeleste be liable under the terms of sale beyond the value of the order.
10. **Excusable delays:** Caeleste shall not be liable for delay in delivery or failure to manufacture or failure to complete performance of services attributable to causes beyond its control or occasioned without its fault or negligence. In the event of any such delay or failure, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay or failure.
11. **Restricted use of Products:** Some Caeleste products/services are restricted to applications outside specific application areas. It is Caeleste's duty to inform the Buyer about such restrictions. By placing an order for a such a product, the Buyer accepts the restrictions of which is has been informed. In case of the supply of dual-use merchandise, Buyer shall deliver an End-use statement and the delivery can only take place after the delivery of an export certificate by the Flemish Region. As a company policy, Caeleste does not collaborate on the development of sensors that will be used in weapon systems i.c. systems that intend to injure or kill people. This includes, but it is not limited to, sensors for missile guidance and sensors for laser designators. Caeleste will collaborate on the development of sensors for use in systems for applications as surveillance, border control, and research, provided that these systems are not intended to injure or kill people
12. **IP rights:** As a general rule, IP ownership and rights reside with the party that originates it.
13. **Applicable law:** This order shall be construed and all disputes hereunder shall be settled in accordance with the laws of Belgium. The courts of the city of the headquarters of Caeleste will be solely competent to settle any dispute hereunder.