

TERMS & CONDITIONS

Sales Conditions

1. Applicability of the general terms and conditions of sale.

Any order implies Buyers' full and unconditional acceptance of the following general terms and sales conditions. Buyer hereby agrees that the terms and conditions herein represent the entire agreement relating to the goods and accordingly agrees that the terms and conditions herein shall supersede all prior representations, agreements, statements and understandings whether oral or in writing relating in any way whatsoever to the goods. Buyer further agrees that Buyer places no reliance whatsoever on any such prior representations, agreements, statements and understandings other than those representations, agreements, statements and understandings expressly incorporated in these terms and conditions. The conditions printed on buyers' documents are opposable only if accepted by us in writing. The terms and conditions set both herein shall not be amended in any way other than by a written agreement, signed by us, (hereinafter "Seller") and expressly stated to amend these terms and conditions. Failure by Seller to enforce any provision hereof shall not constitute a waiver of such provision, or the right of Seller to later enforce such provision. If any provision hereof is held invalid, void or unenforceable by any court or agency of competent jurisdiction, the other provisions shall remain effective and in force.

2. Orders.

All orders must be confirmed in writing. A written order confirmation from Seller must validate the order's acceptance. All rights and responsibilities relating to any order are personal to the Buyer and cannot be transferred without Seller's written agreement.

3. Delivery Times

Delivery Times are for indication purposes only and are subject to change depending on supply and/or transportation availability. Late deliveries will not result in any financial compensation to Buyer or cancellation of Orders currently in progress. Seller may refuse to deliver on the due date or at all if Buyer does not fulfil all of buyer's obligations for any reason. Seller is automatically free of any obligation if any 'force majeure' or other incident such as strikes, meteorological conditions, supply difficulties, etc. prevent Seller from fulfilling such obligation, and this without grounds for compensation of any kind.

4. Delivery – Risks

Seller's responsibility stops as soon as the products leave our warehouse. The products, even if delivered at Seller's charge, travel at Buyer's own risk and responsibility. Buyer is responsible for making any kind of report that may be required in case of damage or shortage. In addition, Buyer must issue any claim to the carrier, by registered letter, within three days after receipt of the goods.

5. Acceptance

Independently of any action against the carrier, complaints concerning defects or non-compliance of the goods must be in writing and delivered to Seller within five days after receipt of the goods by Buyer, and do not under any circumstances suspend the buyers' obligations, and more specifically the obligation to make payments under the agreed terms and at agreed due dates. Buyer will also be responsible to submit proof of the reported defects or non-compliance.

6. Returns

Merchandise can only be returned by Buyer with Seller's prior written agreement. Any merchandise returned without this agreement would continue to be considered available to Buyer and no credit note could be issued. All returns should be "delivered in our warehouse" and at seller's responsibility. Return of refused goods also occurs at buyer's responsibility and expense.

7. Price

Unless Seller expressly agrees otherwise in writing, Seller's prices are always ex-works, with merchandise being collected from Seller's warehouse(s), and Seller's prices are those, which are currently in force on the date of shipment. Unless written otherwise, Seller has the right to modify the price between the time of order and the time of delivery and more specifically in case of rate fluctuations which will influence cost price, such as any duty or taxes, exchange rates, etc. Buyer is responsible for payment of all applicable import duties, value added tax, state, local, federal and regional taxes.

8. Payments and Terms

Invoices are payable to Seller's head office as indicated on invoices and, unless otherwise agreed in writing and signed by Seller, are payable at invoice receipt date. All invoices, which remain unpaid 15 days after a registered letter with summation to pay, will be increased with a sum equal to 20% of unpaid balance with a minimum of 62 Euro as indemnity. The payment of invoices on due date being considered as fundamental, buyer specifically agrees that his failure to make payment on time at the invoice receipt date or such other date as was expressly agreed in writing (the "due date") shall result in:

1. Interest at the rate of 1,5 % monthly, beginning on the due date,
2. All other invoices which have not been paid are immediately due in full, even if they are not yet due under their own terms,
3. The suspension of deliveries until payment is made,
4. Requirement for advance payment or cash payment at pick up of further deliveries.
5. Cancellation of all pending orders;
6. Cancellation of any and all agreements, statements, understandings and contracts existing between parties and not limited to the unpaid invoices;

If Seller, at its sole discretion, considers that the credit of Buyer is deteriorating, Seller reserves the right, even after partial dispatch of the goods, to require from Buyer such guarantees as Seller may think proper to the satisfactory fulfilment of Buyer's obligations. Should such guarantees not be forthcoming, Seller reserves the right to consider the order cancelled.

9. Title of Property

Until Seller has received the full payment of the principal and additional amounts, the goods will remain inalienable and, in particular, may not be sold or used as collateral by Buyer. Submission of a document creating an obligation to pay will not constitute payment under this Agreement. Failure to make payment by the agreed due dates may result in the return of the delivered products until full payment has been made. Buyer hereby gives Seller a formal and irrevocable title to act. Any and all risks such as loss, deterioration, force majeure, and others are the sole responsibility of buyer. Any advance payments shall be non-refundable and used as compensation. These clauses supersede all clauses of sellers' documents and are without prejudice of conventional or legal compensation or interest and legal fees.

10. Responsibility and Indemnification

Seller refers to the "Owner's Manual" when applicable for certain merchandises. Seller cannot accept any responsibility in case of any modification or change of the characteristics of the delivered goods. Seller does not accept any responsibility for wrongful use. Any and all responsibility is limited in any case to the replacement or reimbursement of the price of the goods. Buyer agrees to indemnify and hold harmless

Seller against and from all claims, judgments, decrees, costs and expenses (including attorney fees) arising with respect to:

1. any alleged actual infringements of any patent, trademark, trade name, copyright and/or other intellectual property laws of any country and/or
2. any other liability under or violation or statutory, common, administrative or other laws of any country in connection with the goods imported, used, sold or offered for sale by the Buyer.

Buyer will defend or assist in the defence of any suit or other action that may be brought against Seller in connection with or as a result of Buyer's importation, use, sale or offer for sale of the goods.

11. Exclusive Remedy

Buyer agrees that Buyer's sole and exclusive remedy against Seller shall be limited to the purchase price of the goods, and that no other remedy, including but not limited to incidental, consequential, collateral, indirect, exemplary or special damages, damages for lost profits, lost sales, lost goodwill or loss of use, attorney fees, court costs, costs of removal and reinstatement of the goods or any other item or any other incidental or consequential loss, shall be available against Seller.

12. Laws and Regulations

Buyer agrees to assume all responsibility related to compliance with all laws and regulations, more specifically Safety and Health regulations, including anti-tobacco regulations, including U.S. federal and/or state laws and regulations, in regards to the goods. Buyer agrees to indemnify and hold Seller harmless for any claims, liabilities, losses and expenses (including attorney fees) which may arise from damages or injuries to persons or property caused by the goods or any malfunction or defect thereof.

13. Relationship of the Parties

Buyer and Seller expressly understand and agree that each of them is an independent contractor in the performance of each and every part of these terms and conditions, is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection therewith. Neither Buyer nor Seller is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contact, warranty or representation as to any matter. Neither Buyer nor Seller shall be bound by the acts or conduct of the other.

14. Trademarks, Brand names, Logos and IP

Buyer is not allowed to use Seller's product names and/or brand names or Trademarks or logos, notably names such as Bell Helmets, Racestar or Sports Models, without an explicit written agreement signed by Seller. In each case and under any circumstances, every use of our brands, trademarks, logos or IP, even if agreed by us, will have to be submitted for approval prior to use.

15. Breach and Attorney Fees

In any successful action to enforce this Agreement, Seller shall be entitled to recover its costs and expenses, including reasonable attorney fees.

16. Applicable law and jurisdiction

The rights of the parties and these terms and conditions shall be governed by and construed under Belgian law. Only the Brussels (Belgium) Court of Law shall have jurisdiction over any disputes between the parties regarding these terms and conditions or the goods, regardless of the nature, cause or place of dispute and regardless of any special sales conditions. Seller also reserves the right, whereas plaintiff, we choose to

bring the matter before a different competent Court. No circumstances whatsoever, such as pre-paid transport, payment by instalments and the acceptance of settlements, can result in the novation or derogation of the jurisdiction clause. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any agreement between the parties regarding the goods.

Purchase Conditions

1. Applicability of the general terms and conditions of Purchase

Any order implies Seller's full and unconditional acceptance of the following general terms and purchase conditions. Seller hereby agrees that the terms and conditions herein represent the entire agreement relating to the goods and accordingly agrees that the terms and conditions herein shall supersede all prior representations, agreements, statements and understandings whether oral or in writing relating in any way whatsoever to the goods. Seller further agrees that Seller places no reliance whatsoever on any such prior representations, agreements, statements and understandings other than those representations, agreements, statements and understandings expressly incorporated in these terms and conditions. The conditions printed on sellers' documents are opposable only if accepted by us in writing. The terms and conditions set both herein shall not be amended in any way other than by a written agreement, signed by us (hereinafter "Buyer") and expressly stated to amend these terms and conditions. Failure by Seller to enforce any provision hereof shall constitute a waiver of such provision, or the right of Seller to later enforce such provision. If any provision hereof is held invalid, void or unenforceable by any court or agency of competent jurisdiction, the other provisions shall remain effective and in force.

2. Orders

All orders are deemed irrevocably accepted by seller unless denied in writing. All rights and responsibilities relating to any placed order are personal to the seller and cannot be transferred without Buyer's written agreement. Once accepted, Seller will have the obligation to fulfil and complete all orders on agreed delivery delays. Cancellations are only considered when confirmed in writing and accepted by buyer. Undue cancellations or unfulfilled orders will be subject to penalties and damages.

3. Delivery times

Delivery times are to be strictly observed by seller and cannot be subject to change depending on supply and/or transportation availability. If no delivery date is specified, orders are deemed to be delivered within latest 3 months from order date. Late deliveries will result in either financial compensation to Buyer or cancellation of Orders currently in progress. Seller accepts all liability for late deliveries and agrees that Buyer has the option to suspend all of Buyer's obligations if Seller does not respect the orders and their delivery delays.

4. Delivery – Risks

Seller's responsibility for the goods lasts until the goods have reached their destination. The products travel at all times at Seller's risk and responsibility. Buyer is responsible for making any kind of report that may be required in case of damage or shortage. In addition, Buyer will issue any claim to the carrier, by registered letter, within three days after receipt of the goods. Seller will have the responsibility to follow up until completion of the claim.

5. Liability

Independently of any action against the carrier, Seller admits and agrees complaints concerning defects or non-compliance of the goods may be reported up to 2 calendar years after delivery to Buyer. Seller shall at all times be bound by his obligations, even if under certain circumstances buyers' obligations are suspended, and more specifically the obligation to make payments under the agreed terms and at agreed due dates.

6. Price

Unless accepted in writing, Seller has no right to modify the price between the time of order and the time of delivery and more specifically in case of rate fluctuations which will influence cost price, such as any duty or taxes, exchange rates, etc. Unless clearly specified otherwise, prices will be considered to be warehouse delivered duty paid. Buyer is responsible for payment of all applicable state, local, federal and regional taxes related to the import of the goods.

7. Payments and Terms

All invoices issued by Seller and duly accepted by Buyer will be settled under our standard term of minimum 60 days end of the month by bank transfer.

8. Responsibility and Indemnification

Seller shall be at all times responsible for the quality of supplied goods and the compliance to all applicable regulations.

9. Laws and Regulations

Buyer agrees to assume all responsibility related to compliance with all laws and regulations, more specifically Safety and Health regulations, including state laws and regulations, in regard to the goods. Buyer agrees to indemnify and hold Seller harmless for any claims, liabilities, losses and expenses (including attorney fees) which may arise from damages or injuries to persons or property caused by the goods or any malfunction or defect thereof.

10. Relationship of the Parties

Buyer and Seller expressly understand and agree that each of them is an independent contractor in the performance of each and every part of these terms and conditions, is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection therewith. Neither Buyer nor Seller is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Buyer nor Seller shall be bound by the acts or conduct of the other.

11. Trademarks, Brand names, Logos and IP

Seller is not allowed to use or to reference Buyer's product names and/or brand names, Trademarks, logos or IP, notably names such as Bell Helmets, Racestar or Sports Models, without an explicit written agreement signed by Buyer. In each case and under any circumstances, every use of our brands, trademarks, logos or IP, even if agreed by us, must have been submitted to us for approval prior to use.

12. Breach and Attorney Fees

In any successful action to enforce this Agreement, Buyer shall be entitled to recover its costs and expenses, including reasonable attorney fees.

13. Applicable law and jurisdiction

The rights of the parties and these terms and conditions shall be governed by and construed under Belgian law. Only the Brussels (Belgium) Court of Law shall have jurisdiction over any disputes between the parties regarding these terms and conditions or the goods, regardless of the nature, cause or place of dispute and regardless of any special sales conditions. Seller also reserves the right, whereas plaintiff, we choose to bring the matter before a different competent Court. No circumstances whatsoever, such as pre-paid transport, payment by instalments and the acceptance of settlements, can result in the novation or derogation of the jurisdiction clause. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any agreement between the parties regarding the goods.