

The present version of the General Terms and Conditions of sale dates from August 9, 2021.

ART.1 – SCOPE

The purpose of these General Terms and Conditions is to set out the contractual provisions applicable between Topcare Laserwork, whose registered office is located at Rue Frédéric Pelletier 8, 1030 Brussels, Belgium, registered with the Banque Carrefour des Entreprises (BCE) under the number 0817.129.087 (Tel.: +32 479 98 23 89 – Email: info@topcare-laserwork.be), and the Client.

Unless otherwise agreed in writing by Topcare Laserwork at the time of the order, all offers and services of Topcare Laserwork are exclusively governed by the present General Terms and Conditions, which are the only ones applicable between Topcare Laserwork and the Client, who irrevocably commits itself to respect them by the simple fact of placing an order.

Any order for a product/service offered on the website www.topcare-laserwork.be (hereinafter referred to as “the Site”) presupposes that the Client has previously read and expressly accepted the General Terms and Conditions, without reservation and without this agreement being subject to the Client’s handwritten signature. Confirmation of the order form consists of an electronic signature which, between the parties, has the value of a handwritten signature and which constitutes proof of the entirety of the order and the amounts due for the implementation of the said order.

The present General Terms and Conditions replace and cancel all other General or Special Terms and Conditions of the Client, who waives the right to rely on any contradictory document and confirms having read all the elements of this contract, its scope and applicability.

Topcare Laserwork reserves the right to modify its General Terms and Conditions at any time. In this case, the applicable conditions will be those in force at the date of the order by the Client.

Any breach of these general terms and conditions will automatically and ipso jure lead to the immediate termination of the sale contract.

Art. 2 – Offers, Orders & Modifications

Topcare Laserwork’s offers are not contractual. Any commitment made by Topcare Laserwork is only valid if it has been ratified in writing by the manager of the company.

Any order will only be validated after receipt of an official order form duly signed by the Client and, if applicable, receipt of the payment of the deposit provided for under the conditions specified in the offer.

Any modification to the contract, in order to be accepted and effective, must be the subject of an appendix to the basic contract, duly signed by the Client and accepted by Topcare Laserwork.

Topcare Laserwork's offers and services are also available for sale online on the Site.

The Client's registration on the Site is validated by Topcare Laserwork after verification of the standard form filled in by the Client. The Client receives an e-mail that confirms registration. The Client is required to verify the completeness and conformity of the information provided to Topcare Laserwork when registering on the Site. Topcare Laserwork cannot be held liable for any data entry errors and the consequences resulting from this, in particular concerning the Client's delivery address. The data recorded by Topcare Laserwork constitutes proof of all the transactions made by the Client.

The products and services offered for sale on line are those which appear in the catalogue published on the Site. The texts and photos are not contractual. Topcare Laserwork cannot be held liable for differences between the presentation photos and the items on the Site or between the texts and illustrations and the items ordered.

The Client can select as many products as he/she wants to add to the cart. The cart summarises the products chosen by the Client as well as the price, costs and taxes related to them. The Client may freely modify the cart before validating his/ her order. Validation of the Order implies acceptance by the Client of these General Terms and Conditions, the products purchased, their price and the associated costs and taxes.

ART.3 – VALIDITY

Unless otherwise agreed in writing, Topcare Laserwork's offers are valid for 30 days.

ART. 4 – PRICES

All prices mentioned in Topcare Laserwork's sales or service offers are in euros and are exclusive of VAT.

Only the prices indicated in Topcare Laserwork's offers or contracts are binding on the company. Unless otherwise specified, prices are established without early settlement discount, commission or volume discount.

The prices of the products and services available for sale online are those shown on the Site. They are subject to change at any time and without prior notice without such changes affecting the orders validated by the Client before the price change. Prices are indicated both before and after VAT and are to be increased by any delivery charges and any applicable taxes. The eventual costs and taxes are detailed in the

cart before validation of the order by the Client and are included in the final invoice issued by Topcare Laserwork.

ART. 5 – PAYMENT

Unless otherwise agreed in writing, all Topcare Laserwork invoices are payable on the date of the invoice.

To be valid, any complaint must reach Topcare Laserwork by registered letter with acknowledgement of receipt within 8 days of the issue of the invoice.

Furthermore, Topcare Laserwork reserves the right to ask for down payments or advance payment.

If payment facilities have been granted, these will expire automatically and without prior notice by the mere fact of failure to meet a due date or an intermediate deadline, and the full balance will be immediately due, plus interest and charges as determined below.

Payment for purchases made online on the Site must be made by credit card, Bancontact, iDeal or via SEPA immediately after validation of the cart. The Client's credit card will be immediately debited at the time of the transaction. As soon as payment is received, Topcare Laserwork will send the Client an order confirmation to the e-mail address provided by the Client when registering on the Site. If Topcare Laserwork does not receive the payment within 24 hours after validation of the cart, the order and delivery of the products will be cancelled. A notification of order cancellation for non-payment will be sent to the Client by Topcare Laserwork to the e-mail address given by the Client when registering on the Site.

ART. 6 – LATE PAYMENT

Non-payment of a sum due on its due date shall, by operation of law and without prior notice, entail late payment interest at the normal rate of 1% per month, any month started being due in full, without prejudice to fixed compensation equal to the normal rate of 15% of the unpaid amount, with a minimum of €75, not including any procedural compensation, collection costs, legal costs and execution costs, in application of Article 1153 of the Belgian Civil Code.

If, in case of partial delivery, the agreed payment is not made, Topcare Laserwork reserves the right to suspend or cancel the remaining partial deliveries, without prejudice to its right to compensation.

ART. 7 – DEPOSITS AND INSTALMENTS

If the contract provides for the payment of a deposit, the non-payment of this deposit within the stipulated time limit has an automatic suspensive effect in favour of Topcare Laserwork.

In the case of payment by instalments, any delay in payment in relation to the due dates provided for in the agreed payment plan, will result in the suspension of any obligation of Topcare Laserwork, which will moreover be entitled to claim compensation for non-compliance with the contract.

ART. 8 – CANCELLATION

Any cancellation of an order, whether total or partial, will give rise to compensation of up to 20% of the invoice amount as compensation for the loss suffered. However, this sum may be higher than 20% if it is proved that the loss suffered is greater than 20% of the total amount of the order. Cancellation of specific orders, requiring research or prototype work, will result in immediate billing of the preliminary work.

ART. 9 – DELIVERY & TRANSPORTATION

When ordering online, Topcare Laserwork offers the Client options for making the equipment available, including the routing of the goods to the Client by a carrier that the Client is free to accept or refuse.

In case of a delivery request outside the territory of the Kingdom of Belgium, Topcare Laserwork reserves the right to refuse the order.

Delivery means the transfer of physical possession or control of the goods to the Client.

The delivery times mentioned in Topcare Laserwork's offers are purely indicative and do not imply any commitment on its part. Topcare Laserwork shall make every effort to deliver the order within a maximum of 30 days from the day after the order is placed. No delay in delivery shall give rise to civil liability claims [against Topcare Laserwork] or indemnities, fines or total or partial cancellation of the contracts in the absence of Topcare Laserwork's prior written consent.

The Client must check the condition of the packaging of the goods on receipt and within three working days of receipt at the latest. It is the Client's responsibility to refuse any damaged package. The respect of this deadline is a *sine qua non* condition to allow the Client to obtain from Topcare Laserwork the implementation of a return, exchange or refund procedure according to the methods described in Article 12.

The invoice is sent to the invoice address given by the Client when it registered on the Site.

Delivery costs and options depend on the goods purchased, according to specific criteria (weight, place of destination, means of transport, express, standard, priority or not, etc.). The Client may choose the delivery method and must accept the delivery charges and options before validation of his order and payment of the price.

ART 10 – NON-CONFORMITY & APPARENT DEFECT

Any goods collected by the Client directly from the shop and taken away by it will be considered to be in good condition and in conformity with the order.

The condition of the equipment is in accordance with the use for which it is intended and free of any defect. In the event of any defects or malfunctions, it is the Client's responsibility to notify Topcare Laserwork immediately by registered letter or by e-mail (info@topcare-laserwork.be) within 24 hours of their collection. After this period, the equipment is deemed to be delivered in good condition and no complaint will be taken into consideration.

Non-conformity or the observation by the Client of an apparent defect in the goods delivered must give rise to a complaint by registered letter to Topcare Laserwork or by e-mail (info@topcare-laserwork.be) within 3 working days following delivery. After this period, the equipment is deemed to be delivered in good condition and no complaint will be taken into consideration.

- Any complaint must specify the defect concerned. Failing this, no complaint is admissible and no return or exchange is possible.

The cases of non-conformity or apparent defects confirmed by Topcare Laserwork will give rise, depending on the content of the Client's complaint, either to the establishment of a credit note in favour of the Client, or to the replacement of the equipment, or to the pure and simple reimbursement of the price to the Client.

- In case of non-compliance with the return procedure, no exchange or refund or credit note is possible.

ART 11 - EFFECTS OF WITHDRAWAL

In the event of the Buyer's withdrawal from this Agreement, except as provided in Article 13 of these GTC, the Seller shall refund all payments received, including delivery charges (except for any additional charges arising from the Buyer's choice of a delivery method other than the less expensive standard delivery method offered by the Seller), without undue delay and, in any event, no later than 14 days from the date on which the Seller is informed of your decision to withdraw from this Agreement.

The seller will proceed with the refund using the same means of payment that the buyer used for the initial transaction, unless a different means was expressly agreed. In any case, this refund will not incur any costs for the customer.

Seller reserves the right to defer the refund until receipt of the goods or until the customer has provided proof of shipment of the goods.

ART 12 - HOW TO PROCEED WITH THE RETRACTION?

If the customer wishes to withdraw, he can notify his decision to withdraw from this contract by means of an unambiguous statement to the following email address: info@topcare-laserwork.be.

It is also possible to fill in and send the [model withdrawal form](#).

After receiving the decision to withdraw, the buyer receives an acknowledgement of receipt only in the case where the withdrawal takes place online.

The customer has to send back or return the goods by mail or directly to the premises of the company located at Rue Victor Hugo 62, 1030 Brussels, with an appointment by email or by phone at the following number +32 (0)479 98 23 89, at the latest 14 days after he has communicated his decision to withdraw from this contract.

The direct costs of returning the goods are at the customer's expense. The customer shall only be liable for the depreciation of the goods resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the goods.

ART 13 - EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

In accordance with Article VI. 53. of the Belgian Code of Economic Law, the consumer may not exercise his right of withdrawal for the supply of goods made to measure;

ART. 14 – 2nd HANDS SALES

All used equipment sales by Topcare have a seven days approval period. This period starts when goods are received ; when you want to return the equipment do this as early as possible to avoid any problems or misunderstandings.

If the equipment is used in any other way then in a test environment in this period, Topcare waives the right of approval. By using the equipment on any type of production during this period you therefore agreed that the equipment works for you. Items must be returned in the same condition as sold and will be then refunded, minus cost of custom, transport and inspection if applicable.

Agreements are only valid in written form via email or documents, any other communication such as phone calls, FB messages or whatsapp texting are not considered legally binding.

All equipment is offered "as is, where is." All equipment is sold FOB shipping point. It is the customer's, his transporters or any other person handling the equipment on his behalf, responsibility to inspect the goods prior to signing acceptance of their condition at the time of collection. All shipments must be inspected carefully including concealed damage before signing the freight bill. If damage is detected, refuse delivery. If you fail to do this, the carrier may or may not accept a damage claim at a later date .

Second-hand goods are sold "off the shelf". In all cases it is everyone's responsibility to ensure that goods are packed adequately for transport. The delivery date given is not intended to be binding under any circumstances. Topcare shall not be held responsible financially or otherwise for any direct or indirect inconvenience or costs due to a delay in supply, neither shall it entitle the Customer to a cancellation of his order.

Topcare can not be held responsible for any damage extending from any mechanical or electronic failure of equipment. Topcare sells and brokers used equipment, we do not give any guarantee on equipment. We do however take as big an effort as we can to try and find out if the equipment is up to your standards. The equipment can be checked and tested by yourself or any other company by your own choice at your own cost before purchase.

Full payment must be received prior to delivery. Goods remain the property of Topcare or of the original owner until full payment is received.

Given prices can change without prior notice, offers last for seven days but no rights can be obtained in this period. Prices are without VAT, duties or delivery. EU clients with a valid VAT number will receive a 0% VAT EU invoice, export when proven has no VAT. The other Europeans have a VAT on the basis of their delivery payment.

ART. 15 – CASES OF FORCE MAJEURE

The following are considered as cases of force majeure which render contracts or orders unenforceable and authorise Topcare Laserwork to cancel them purely and simply or to terminate them for their remainder: total or partial mobilisation, war, any other military operation, any incident which would have the effect of interrupting the normal supplies of the seller or its suppliers and in particular total or partial strikes, any stoppage of transport, lock-out, lock-down, floods, fire, attacks or other disasters, etc.

ART. 16 – LIABILITY & INSURANCE.

ART. 17 – AVAILABILITY

The Site indicates whether the equipment is available in stock or to be ordered from Topcare Laserwork's supplier. These indications are automatically updated in real time. However, Topcare Laserwork shall not be held liable for any error in the update, whatever its origin. For products not stored in Topcare Laserwork's warehouses, offers are valid subject to availability from the supplier concerned.

Promotions are only valid within the limits of the stocks available at Topcare Laserwork.

ART. 18 – INTELLECTUAL PROPERTY

The projects, studies, plans and offers made at the request of the Client remain the full property of Topcare Laserwork and may not be used, reproduced, distributed or sold under any circumstances without the prior written consent of Topcare Laserwork.

ART. 19 – GENERAL INFORMATION

Unless otherwise specified beforehand, the Customer authorises Topcare Laserwork to take photos and videos during the provision of the service for personal promotional purposes, without financial compensation.

ART. 20 – PARTIAL NULLITY

If one or more stipulations of these General Terms and Conditions are held to be null and void or declared as such in application of a law or following a final judicial decision, the other stipulations will retain their full force and scope.

ART. 21 – NO WAIVER

No tolerance, inaction or inertia on the part of Topcare Laserwork may be interpreted as a waiver of its rights under these General Terms and Conditions.

ART. 22 – DISPUTES

All disputes between the parties arising from or in connection with these General Terms and Conditions will be exclusively and definitively settled by the Tribunal de l'Entreprise francophone de Bruxelles [the French-speaking Commercial Court of Brussels] or the Justice of the Peace of the 1st Canton of Brussels, ruling in French, at Topcare Laserwork's discretion.

Only Belgian law shall apply. The French text shall prevail over the Dutch and English texts.

TOPCARE LASERWORK SRL

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