

TERMS AND CONDITIONS: Applicable from March 1, 2007

Article 1 - APPLICATION OF THE CONDITIONS

The salesman is defined below as being MAISONDIEU.BE, the purchaser is defined below as being the company or the person signatory and accepting the present conditions of sale. The general conditions of sale apply in an exclusive way to all the sales concluded by MAISONDIEU.BE both for its own account that from its principals. All other conditions engage the salesman only after written confirmation of its share. The information given on the catalogues, price lists, Internet sites, notes, etc... are given only as an indication and can, for this reason, being modified by the salesman without notice. The only fact of placing an order or of accepting an offer of the salesman comprises the general acceptance of these general conditions. The offers are valid within the limit of the time of option fixed at one week from the offer except contrary stipulations ranges on this offer. The present general conditions can be modified constantly and without notice by MAISONDIEU.BE, the modifications are being then applicable to all posterior orders.

Article 2 - ORDERS

Within the framework of the orders carried out on the Internet site www.maisondieu.be, the orders are effective as of the date of reception of the payment on our bank account - by cheques or credit transfer except in the case of a payment in against-refunding in this case only, the confirmation of order on the site holds place of order final (the purchaser commits himself regulating the exact sum indicated on the invoice in the 6 days). All modifications of the orders and all additional or derogatory conditions as for the object and with the methods of the sale are valid only insofar as they appear in the offer or the confirmation made by the salesman. Any offer of sale gets along subject to stocks availability. Any clause emanating of the purchaser, not accepted in writing by the salesman who would be in opposition with the present general conditions or characteristics defined in the price quotation will be regarded as null. No unilateral cancellation of order will be accepted without the agreement of MAISONDIEU.BE.

Article 3 - PRICES

The prices list does not constitute a sale. It can be modified unilaterally without preliminary information. The goods are invoiced at the agreed price for the order within the limit of the time of option and the general economic conditions (taxes, rate of exchange,...), at the moment of the delivery. In the case of products indexed on a currency: any variation, with the discredit of the salesman, of 2% of the course of the currency compared to the euro definite the day of the offer could be reflected the day of the invoicing. All the prices are in euros, excluding expenses of packing, shipping and insurance.

Article 4 - DELIVERY

Whatever the mode of delivery, this one is done carried out in the salesman's warehouse. The risks and dangers of transport (loss, deterioration or flight) are the responsibility of the salesman, except if the purchaser elected a conveyor on his behalf. The salesman is authorized to carry out partial deliveries. Any partial delivery accepted by the purchaser is subjected to invoicing as of delivery. In the event of delivery in against-refunding, the purchaser is held to place at the immediate disposal the cheque to the conveyor. The purchaser must be present during the delivery (the delivery will be specified to you by Email the day before the sending!). In the contrary case, the material will not be delivered to him and a second presentation will be carried out by the conveyor (with its own expenses according to conveyors!). Express convention, a case of absolute necessity or events such as lockout, strike, stop of work total or partial in the factory of the supplier, epidemic, war, requisition, fire, flood, interruption or delay in transport, legal or administrative measurements preventing, restricting, delaying or prohibiting the manufacture or the importation of the goods, the salesman is released from all responsibilities to the delivery. The salesman will keep the purchaser informed in the cases of events enumerated above. In all the cases, the delivery within the deadlines can intervene only if the purchaser is up to date of his obligations towards the salesman whatever is the cause.

Article 5 - SHIPPING

The risks related to shipping are supported by the salesman, under the condition which the purchaser checked the goods at the time of their reception in the presence of the conveyor and write on the good of transport, if needed, all problems observed at the reception (traces of shock, water traces, abnormal noise, etc...). Except contrary convention, the salesman chooses is own conveyor. If the parcel would be damaged too much, the purchaser must refuse it. In the case of a loss of parcel during transport, the times of investigation can vary according to conveyors and take one up to three weeks. In the event of emission of reserves at the time of the reception, those must moreover be declared by mail recommended near the conveyor under maximum deadline of 48 hours and sent a copy at the same time to Maison Dieu: maisondieu.be - 11b rue de Saintes - 1400 Nivelles - Belgium or by Fax to the 067/21.11.44 (for Belgium) and +3267/21.11.44 (from outside).

Article 6 - COMPLAINT AND SERVICE AFTER SALE

Choose a parcel according to the size of the returned parts. Caution: if the parcel used is oversized, we reserve ourselves the right to compensate you on the basis of the suitable parcel. For your protection insure the package and ship via a traceable method. We are not responsible for lost or damaged packages. Place the manufacturer's box into a shipping carton. Please add clearly the number of return outside the parcel, close to the address of forwarding preceded by mention "SAV" in bold. If several RMA were communicated to you, you must write them on the parcel too. If several parcels are necessary for forwarding, it is important that the numbers related to the boxes correspond to the contents of the various parcels. Send your returns to: Maison Dieu, 11b rue de Saintes, 1400 Nivelles, BELGIUM. Also add your personal informations, address, phone... No returns will be accepted without an RMA!

Elements to be sent: It can be returned only if in original manufacturer's packaging, same condition as sold, with all literature/instructions/documentation and blank warranty cards. A copy of invoice (or invoices if the parts were bought separately). An explanatory word of the problems encountered with a concise recall of the discussion with the Hotline. maison Dieu.be is not responsible for personal data or items left in returned merchandise. Times of exchange: In the measurement of the stock and state of the part to its reception, we carry out a standard exchange. It may be however that the deadlines are lengthened if the part is inalienable (or exchange replenishment time of the manufacturer). In the case of the damaged parts, the guarantee in fact is cancelled. Nevertheless, we make the effort to ask for the exchange at the manufacturer. In this case, the time can be very important. EXPENSES: We take under conditions, the transport charges caused by the return during the month following the purchase of the material at our charges. Your forwarding costs are thus compensated by a purchase coupon valid on our site during 3 months. Attention, we will refund the expenses within the limit of tariffs COLIPOSTE of the Post office. If you go beyond the postage rate compared to this base of assumption, the responsibility will remain with your expenses! This is valid only within the framework of the guarantee: any other return of material (parts incompatible with other materials, retraction 7 days for example) does not give right to a purchase coupon. If the return is justified by the faculty of retraction, this one is done with your expenses, and your risks and dangers !

Article 7 - FACULTY OF RETRACTION

Under the conditions envisaged by the L121-16 article of the code of consumption and in the remote sale framework, the purchaser has a period of 7 days of retraction as from the delivery of its order which will be refunded to him against restitution of delivered products. According to the L121-20-2 article, the right of retraction cannot be exerted, except if the parts are agreed differently. The right of retraction cannot be exerted on the parts assembled at the request of the purchaser. The purchaser must turn over the goods in their original manufacturer's packaging. Any return of goods requires a number of return or RMA, which can be obtained by Internet on www.maisondieu.be, on the contact page or then by calling us 067/21.11.44 (for Belgium) and +3267/21.11.44 (from outside). The return of the goods is carried out at the charge, risks and dangers of the purchaser, no expenses of return will be at the charge of Maison Dieu !

Article 8 - WARRANTY

The products are guaranteed by the manufacturer (or by Maison Dieu) against any defect of manufacture for 12 month as from the delivery date, except for expressly meant particular conditions. The interventions with the guarantee voucher could not cause to prolong the duration of this one. The guarantee of the salesman on transport can be implemented only at the condition that the purchaser completely respected article 5 of the Terms and Conditions. The guarantee of the salesman is limited to repair, the replacement or a refunding in value of the goods recognized as defective by the salesman, by taking account of the correct use of the product with the choice of the salesman. All our articles of an unit value higher than 40 € HT are guaranteed 1 year either by maison Dieu.be, or by the manufacturer. The articles of a value lower than 40 € HT are guaranteed by maison Dieu.be only for 6 month as from the delivery date. The salesman ensure only the replacement of the defective parts and the compensation for the damages of goods provided to the purchase. The guarantee thus does not cover the expenses of labour, or those which result from the operations of disassembling, reassembly and transport, except in the case of the standard exchange. Subject to the legal provisions, the responsibility for the salesman is strictly limited to the obligations defined in the present conditions or, if necessary, the expresses conditions. If the purchaser would return products which were not provided by the salesman. The salesman cannot be responsible with resulting guarantee voucher to the damage directly or the indirectly in the following cases: - Any storage without protection or prolonged. - Any negligence, error of handling, maintenance and use of equipment not in conformity with the technical specifications of the salesman or the manufacturer or, more generally a defective or awkward use. - Any addition of complementary device or accessory of the equipment or use of all parts necessary for the exploitation of the equipment not in conformity to the technical specifications of the salesman or manufacturer. - Any modification or transformation brought to the equipment by any third person. In the case of bankruptcy or impossibility of supply of the manufacturer, the purchaser cannot complain against the salesman. Maison Dieu does not guarantee the purchaser, under them hidden defects which can affect the delivered products, that within the framework of a replacement of the defective products, or parts making them unsuitable with their use, without being able to be considered by the purchaser as responsible for the possible detrimental consequences that these hidden defects could entrained.

Article 9 - RESERVE OF PROPERTY

According to the law of May 12, 1980, the transfer of property of the products delivered to the purchaser will intervene only after integral payment of the price. During the period running out of the delivery to the transfer of property, the risks of loss, theft or destruction are the responsibility of the purchaser. The in execution by the purchaser of its obligations of payment, for some reasons cause that it is, confers to the salesman the right to require the immediate restitution

of the goods delivered to the expenses, risks and dangers of the purchaser. The purchaser engages, in the case of a legal procedure of rectification affecting his company, to take an active part in the establishment of an inventory of the products being in his stocks and whose salesman asserts the property. Otherwise, the salesman has the ability to make note the inventory by bailiff to the expenses of the purchaser. The salesman will be able to forbid the purchaser to proceed to the resale, the transformation or incorporation of the products in the case of any payment delay. To guarantee the payments not yet carried out and in particular the balance of the account of the purchaser in the writings of the salesman, it is expressly stipulated that the rights relating to the delivered but unpaid goods will defer on the goods identical coming from the salesman in stock at the purchaser, without it being necessary to charge the payments to a sale or given delivery.

Article 10 - AVOIDANCE CLAUSE

In case of non-observance of one of the purchaser obligations, the sale will be automatically cancelled and the goods will be restored to the salesman if needed, under a 48 hours deadline. In this case, the salesman is authorized to charge the purchaser a fixed allowance of 10% of the amount of the sale.

Article 11 - PAYEMENT

The payments must be carried out in such a way that the salesman can have the total amount the day of the expiry. Except expressly written conditions or specific conditions granted to the customer undertaken after study of their file, the payments must be carried out by transfer, cheque in the 6 days which follow the order or with reception of the material in conveying against-refunding. The salesman reserves the right to request a cheque from the purchaser if the committed amount is important. If the salesman would accept one payment by cheque, the purchaser must return it to him accepted and domiciled within eight day. The expenses are the responsibility of the purchaser, in the absence of return of the cheque accepted within the time mentioned, the payment will become immediately needed. In the event of payment by installments, expressly accepted by the salesman, the non-payment of only one expiry in its term will make immediately the totality from the price needed, whatever the conditions agreed upon before even if the expiries gave place to the establishment of acceptable cheque it will be the same in the case of sale, of transfer, handing-over in hypothecation or of raising of capital of its goodwill by the purchaser. The salesman can retain delivery of the goods concerned until he receive the guarantee of the payment. Any payment after the date of payment fixed could give place to the invoicing of penalties without a setting in preliminary residence of the purchaser being necessary. The amount of these penalties would be at least equivalent to a rate of 1,5 times the legal rate of interest to the day of the application of the penalties, without this clause not excluding from the complementary damages. The purchaser can't for any reason for a complaint formulated by him, retain the totality or a part of the amount that he must pay to maisonndieu.be, nor operate a compensation. When the purchaser is late of payment total or partial of an expiry in its term, the salesman can of this only fact and without it being necessary for a setting in preliminary residence, immediately to suspend the deliveries, without that the purchaser cannot claim damages with the salesman. In the event of recourse by the contentious way, the salesman has the right to claim with the purchaser the refunding of the expenses of any kind related to the continuation. For all payments passed on Internet site, the salesman reserves the right to agree the sale to ask the purchaser to justify of his identity and its place of residence.

Article 12 - CLAUSE OF ATTRIBUTION OF JURISDICTION

All difference relating to the formation, the execution and the suspension of the contractual obligations between the parts not being able to make an amicable agreement for the payment, will be subjected to the jurisdiction of the Commercial court of Nivelles where the seat of the salesman is, whatever and the accepted mode of payment conditions of sale, even in the case of call in guarantee or of plurality of the defendants, the salesman reserving the right to seize the Court territorialement qualified which the seat concerns the purchaser. This contract is governed by the Belgian law. The application of the Convention of Vienna on the international attribution of goods is expressly isolated.