

General Sales Conditions

Version 15.05.2012

1. Scope

The present general conditions are applicable to all sales by the European Resuscitation Council (hereinafter referred to as "the supplier") to the client. No exemption from these general conditions may be granted unless express provision is made for such exemption in the special conditions. The application of these general conditions is accepted by the client through the simple act of concluding the agreement or of placing an order. The client's general conditions are expressly excluded.

2. Offers and establishment of the agreement

All offers, bids, tenders and price quotations by the supplier are free of obligation. The liability of the supplier is not engaged until after receipt of an order signed by the client.

3. Delivery

- 3.1. The stated delivery periods are for guidance only and any delay in delivery shall not by any means result in payment of compensation, annulment of the agreement or suspension of the client's obligations. However, in application of art. 48 of the Law of 6 April 2010 on trade practices and consumer protection, the client reserves the right to annul the order if the supplier does not execute the order in a term of 30 days, starting on the day after the client has sent his payment to the supplier.
- 3.2. The orders are placed via the supplier's website. After completing the on-line order form, the client receives a draft invoice. After receipt of payment, the client receives the final invoice and the goods are shipped. The client is responsible for the correct completion of his personal data on the order form, most importantly the address for delivery. If a client requires a change to the order, i.e. requesting a new invoice to be made, € 30 will be charged to cover the administrative costs.
- 3.3. The supplier is responsible for the shipping of the goods, which is always effected at the cost and risks of the client, and this by registered mail or by courier. When sending the goods, the supplier acts exclusively in the capacity of authorised agent of the client.
- 3.4. Purchased credits are activated in a virtual portfolio in the name of the client as soon as the supplier receives payment for the invoice. The supplier does not refund unused credits. They may, however, be transferred to another user.
- 3.5. In case of shipment by registered mail, the goods are considered as having been accepted by the client if the latter raises no objection regarding the goods within 24 hours, and this either by e-mail or by fax.
In case of shipment by courier, the client accepts that the delivery is in accordance with the delivery form. Any visible deficiencies must be reported on the delivery form. No further complaints can be accepted after signature of the delivery form.
- 3.6. Conform to art. 47 of the Law of 6 April 2010 on trade practices and consumer protection:
The client may cancel his purchase within a time limit of fourteen calendar days: for goods, to count from the day following the delivery to the consumer and when the goods are returned

undamaged to the supplier; for services, to count from the day after the order has been placed (these time limits are extended to the next working day if these expire on a Saturday, Sunday or official holiday), and this without any fine or obligation for the client to state his reasons. The supplier shall refund the amount of the order at the request of the client, provided that the goods are returned undamaged and minus the shipment costs.

The client may not invoke this cancellation period of fourteen calendar days for agreements concerning customised goods.

The client may not invoke this cancellation period of fourteen calendar days for agreements concerning the delivery of services whose execution has started, with the consent of the consumer, before the end of this period, such as the ERC 'Associate Membership' and ERC credits (unless no credits have been consumed yet).

The client or consumer may only appeal to this cancellation period of fourteen calendar days if he is a natural person who, exclusively for non-professional ends, obtains or uses goods or services brought on the market (in accordance to art. 2 § 3 of the Law of 6 April 2010 on trade practices and consumer protection).

- 3.7. Except in the case for which provision is made in article 3.6, section 1, of the present general conditions, and under the conditions set out therein, ordered goods may neither be returned nor refused on arrival.
- 3.8. The client must at all times ensure that he is able to collect his order on time. If the client does not collect an item of registered mail on time, the order must be shipped again, in which case the additional shipment costs are also charged to the client. The supplier shall refund the amount of the order only on conditions that the goods are returned undamaged and after deduction of the return costs plus a fixed transaction charge of 8.00 EUR.

4. Price

All stated prices are VAT exclusive and all possible charges or official taxes are charged to the client. The packaging is included in the price, the shipment costs are stated separately.

Orders for goods totalling less than 60.00 EUR (including VAT, excluding shipment costs) incur an administrative transaction charge of 8.00 EUR (including VAT), which is charged to the client.

5. Methods of payment

- 5.1. Except for cases described as is article 5.2, the price is payable within fifteen days after the date of issue of the invoice. The invoice is sent in a digital PDF-file, but a paper copy can also be sent should the client so request.
- 5.2. In case of non-payment by the due date an interest for late payment of 1% per month shall be charged on the outstanding invoice amount, automatically and without service of formal notice of default. Each started month shall be charged as a full month.
A fixed compensation of 10% of the outstanding invoice amount, subject to a minimum of 25.00 EUR, shall likewise be charged automatically and without service of formal notice of default, this without prejudice to the supplier's right to claim a higher compensation on condition of production of evidence of greater sustained loss or damage. All other claims and debts not yet due and payable by the client will likewise become due and payable, automatically and without service of formal notice, and the supplier has the right to cancel all current and outstanding orders.

- 5.3. The price is payable in accordance with the detailed stipulations set out on the order forms. Payments must at all times be made by bank transfer or credit card payment, in Euro, whereby the client has to bear possible bank costs. Payments by cheque are not accepted.
- 5.4. In case of dispute the invoice must be contested, by registered mail, within eight days after receipt of the invoice, under penalty of extinction.

6. Reservation of ownership

- 6.1. The supplier remains owner of the sold goods until the agreed sales price, the sending costs and any amount to which the supplier is entitled under the agreement relating to those goods or under any similar agreements or due to any claim against the client, *inter alia* a claim for wrongful act, more particularly, the interest for late payment and compensations, has been fully paid.
- 6.2. Notwithstanding the foregoing, all risks of loss or destruction of the sold goods are integrally transferred to the client upon conclusion of the agreement.
- 6.3. In line with the ERC statutes art. 5.6.3 and point 3.6 of the present conditions, an Associate Membership can be stopped after receipt of due written notice. The membership fee cannot be reclaimed, fully or partially, once this membership has already been paid for. Every Associate Membership is strictly personal and cannot be transferred.

7. Liability

The supplier is not liable for any material defects in the products that he sells. The supplier's liability does not extend beyond the non-respect of his obligations issuing from the delivery agreement. The supplier's liability is in any case limited to the equivalent of the agreed sale price.

8. Competent court and applicable law

Any case of dispute with regard to the conclusion, validity, interpretation or execution of the present agreement or of subsequent agreements or operations that may issue therefrom, and any other dispute with regard to or in connection with the present agreement, falls within the exclusive competence of the courts of law of the legal district of Antwerp.
The Belgian law is exclusively applicable.