

## Terms of and Conditions of Sale

**1. Offer and Governing Provisions.** N.V. ADS – Carsoft ("N.V. ADS") is pleased to offer for sale the tools and equipment manufactured or marketed by N.V. ADS ("Product"), subject to the following terms and conditions. Customer agrees and represents that he is buying the Product for his own use and not for resale. Customer's placement of an order for a Product constitutes Customer's unconditional acceptance of the following terms and conditions. These terms and conditions are subject to change without prior written notice at any time and in N.V. ADS sole discretion.

**2. Personal Use Warranties for Products.** Customers buying Product for personal use can obtain the Product warranty information by calling the N.V. ADS Customer Care Center via telephone at +32 495 61 42 29 or e-mail [info@carsoft.com](mailto:info@carsoft.com). During the applicable duration of the applicable personal use warranty, at its option, N.V. ADS will repair or replace its products which fail to meet the personal use warranty standards, or provide a refund by repaying or crediting customer with an amount equal to the purchase price of such Products. Repair, replacement or refund shall be at the election and expense of N.V. ADS, and is Customer's exclusive remedy in place of all other rights and remedies. This warranty only extends to the original Customer and cannot be transferred or assigned. To obtain warranty service contact the N.V. ADS Customer Care Center via telephone at +32 495 61 42 29 or e-mail [info@carsoft.com](mailto:info@carsoft.com). The following information will be required with the customer's warranty request: (1) date and proof of purchase, (2) where customer purchased the product, (3) full name, (4) shipping address, (5) phone number, (6) e-mail address, (7) item number(s). Warranty requests that do not include all of the required information will not be processed. Once the warranty request is validated, the customer will be provided an RGA number and must ship the product to N.V. ADS. Upon receipt of the product, the warranty claim will be reviewed and the product will be inspected. If the warranty request is found to be valid, the product will be repaired and returned to the customer or a replacement product or refund will be shipped to the customer. If the warranty claim is found to be invalid, the original product will be returned to the customer. By repairing or replacing a Product, or providing a refund, N.V. ADS does not waive a claim that a product nevertheless has been subject to abnormal use.

Replacement or refund will not be issued unless a valid proof of delivery can be provided.

In addition to any limitations outlined in warranty statements provided with the product, N.V. ADS does NOT provide any warranty for (1) products labeled other than N.V. ADS or CARSOFT or (2) products subjected to "abnormal use". Products that are not labeled N.V. ADS or CARSOFT are subject to the warranty provided by the manufacturers of those products and N.V. ADS will pass along any such warranties. "Abnormal use" includes misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, use in product-related service. Abnormal use of tool storage units also includes, without limitation, situations when a unit is pulled using a mechanical vehicle, rolled over large drops, used in a highly corrosive environment, used as a step stool, modified with non- N.V. ADS parts, overloaded or modified in any way.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Descriptions of product contained in this website are for the sole purpose of identifying Product and shall not be construed as an express warranty.

**3. LIMITATION OF LIABILITY.** N.V. ADS AND ITS AFFILIATED COMPANIES AND THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES INCURRED BY BUYER OR OTHERS, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE PRODUCTS OR THE FOREGOING WARRANTY, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, LOST PROFITS,

REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES, GOODWILL, OR INTERRUPTION OF BUSINESS OR OTHER INJURY OR DAMAGE).

**4. Notice of Product Design.** N.V. ADS reserves the right to make changes in design or construction at any time without incurring any obligation to incorporate such changes in product previously sold. N.V. ADS also reserves the right to discontinue the manufacture or offering for sale of any product at such time to be determined by N.V. ADS in its sole discretion.

**5. Tool Dimensions.** Dimensions shown on this website have been rounded up to the nearest fractional size and are not exact product specifications.

**6. Shipping; Title; Risk of Loss.** Title to product will pass from N.V. ADS or N.V. ADS's suppliers to Customer on shipment from N.V. ADS 's facilities or other designated third party supplier's facility. Loss or damage that occurs during shipping is Customer's responsibility.

In the event the shipment has not been received within 30 days of the billing, the customer must contact N.V. ADS so a tracer can be initiated on the shipment. Typically customers receive their parcel post and priority parcel post shipments within 10-14 business days, however parcel post shipments have been documented of up to 6-8 weeks for delivery. Tracers on shipments through the Postal Service cannot be done until 8 weeks from the shipment date.

**7. Returns of Product.**

Customers may return any Product purchased from this Site for any reason within 14 days of delivery. To return a Product, Customer must email a return request to [info@carsoft.com](mailto:info@carsoft.com) to request a Return Goods Authorization form("RGA").

The RGA will provide detailed instructions on the return process. Product must be in new, sellable condition when returning for a refund. Opened software is NON-returnable/refundable. Upon receipt and confirmation of the return by N.V. ADS, Customer's credit card will be credited for the amount of the purchase price of the item, less shipping charges, except in cases of the wrong Product being shipped by N.V. ADS, or in the case of a damaged or defective Product. In the case of a defective Product, Customer may choose to have the Product replaced with the identical Product, or if the Product shipped was not the Product ordered by the Customer, Customer may elect to have the correct Product shipped. Only Product purchased from this Site can be returned in this fashion. N.V. ADS requires that you return your Product with prepaid insurance using UPS or Parcel Post. N.V. ADS will not accept returns sent C.O.D. If the Product was damaged in transit, N.V. ADS advises that you hold the Product and original packaging and contact the carrier. N.V. ADS strongly encourages you to send returns with a tracking number or delivery confirmation number. N.V. ADS recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) insure your package for safe return to N.V. ADS. N.V. ADS is not responsible for lost or damaged in transit.

If you do not insure the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

Refunds will only be issued to the credit card used for the original purchase. In the event that card is no longer active, a refund will be issued via bank transfer.

**8. Delay.** N.V. ADS and its affiliates and third party suppliers shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond N.V. ADS or its third party supplier's reasonable control, including, without limitation, any act of God, act of Customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Customer's exclusive remedy for other delays and for N.V. ADS or its third party supplier's inability to deliver for any reason shall be rescission of the sale of Product

**9. Governing Laws.** These terms and conditions, and use of this website, shall be governed by and construed in accordance with the laws of Belgium, without reference to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. In this agreement only the Courts of Belgium are competent.