

## GENERAL TERMS AND CONDITIONS OF SALE

1. Without prejudicing the applicability of any special terms and conditions, which rank above the present general conditions, all our sales and services (of any kind) are rendered on the terms given below. Said terms and conditions rank *ipso jure* above the client's conditions of purchase. The nullity of one or more clauses in these general conditions shall not bar the validity of any other clause.
2. Quotations made by us, or in our name, are valid for one month ONLY counting from the date our bid is submitted, unless otherwise stated. All quotations made directly or through an intermediary become definite upon sending a written order confirmation to the buyer. Written confirmation, by the seller, will be needed to validate any change or addendum thereto.
3. Our prices are quoted exclusive of VAT, fees & charges (for registration), packing and transport costs, and travelling expenses, unless stated otherwise.
4. The specified periods of execution or delivery are indicative only. An overrun of the specified period of execution or delivery can, under no circumstances (other than through the seller's deliberate design or gross negligence), result in cancellation of the contract of sale. In addition, deferred delivery or non-delivery cannot give rise to a claim for damages in the buyer's favour. Any reason for schedule slippage, however, that comes to the seller's knowledge shall be brought to the buyer's knowledge, as quickly as possible.

Any changes to the order, after it's been taken, will automatically invalidate the likely periods of delivery periods, as specified by the seller.

5. The goods shall be deemed to have been approved and accepted at the seller's warehouses, eight (8) working days after the buyer was invited to inspect the goods in the seller's warehouses and take delivery of the same. Any landing charges or other costs for taking delivery of said goods always fall on the buyer. The goods are sent ex-(the seller's) warehouse so that, on all shipments, liability for any goods lost or damaged in transit falls to the buyer, even though we take care of the delivery, with our own people, plant & machines and at our expense.
6. Apparent/visible defects must be reported by the buyer (on pain of forfeiture) to the seller by letter (provided this is confirmed simultaneously by fax), within eight (8) working days after the date of invitation to take delivery of the goods, as per article 5 above. After that period, complaints about visible defects will no longer be entertained by the seller. Complaints about visible defects should be drawn up in writing, and clearly stating said defects. Both parties agree that the short period, referred to in article 1648 of the Belgian Civil Code or in other applicable statutory provisions, is fixed at 6 months, commencing on the date of delivery. The seller's liability for hidden defects is limited to the statutory guarantee provided that the hidden defect existed already on the day of the delivery and insofar as said defect renders the goods unfit for their intended purpose or considerably reduces their usefulness.
7. Unless otherwise agreed in writing, all our invoices are payable within thirty days from the date of invoice. On all invoices for an amount below EUR 100 (excl. VAT), a fixed sum of EUR 20 is charged for administrative expenses. Invoices still unpaid on their due date are, *ipso jure* and without notice of default, increased by a fixed indemnity of 15% on the first increment of (up to) EUR 6,200, 10% on the increment between EUR 6,200 and EUR 12,400 and 5% on the incremental amount above EUR 12,400, with a minimum indemnity of EUR 25.
8. The seller expressly reserves the right to use the euro as a billing- and payment currency and to demand the same for the current contracts. In such an event, the currency shown on the invoice and/or stipulated in the contract is converted into euros. This conversion will, in no way, compromise the continuity of the contract nor impair the rights (or diminish the obligations) of the parties under their contracts, which hold good.
9. Filing a petition for composition (be it a court settlement or amicably, out of court), suspension of payment – even if it wasn't established officially – or any other fact which suggests that the buyer is insolvent, will render the invoices for the goods supplied by us immediately due and payable.
10. Payments made via middlemen will only relieve the buyer of his liability if said sums are actually remitted to the seller.
11. Cheques and bills of exchange are only regarded as payment upon the actual redemption thereof. Acceptance of bills of exchange or other receipts for payment will not be regarded as substitution of one debt for another.
12. If the seller, owing to circumstances beyond his control, is unable to perform the contract, even in cases where said circumstances don't render performance completely impossible and/or for the full duration, the seller shall be entitled to cancel the contract by a simple notice of service, in writing, to the buyer of the reason which is impeding performance of the contract. If this happens, no damages whatsoever shall be owed by the seller to the buyer.

Are recognized as circumstances beyond one's control: natural disasters, a strike or lockout, a fire, flooding, seizure of goods, an embargo, no means of transport (a lack or shortage thereof), a general shortage of raw materials or goods, and limitations on the use of energy, and this irrespective of whether said circumstances arose at the seller's place of business or at one of his suppliers.

13. The goods that were delivered to the buyer, even if they have been used by him, remain the property of the seller until their price has been paid in full. The buyer undertakes not to sell the goods, not to hand them over to third parties nor to pledge them as security, for as long as they remain the property of the seller. If, in spite of this, the merchandise is sold, then the right to the selling price resulting therefrom takes the place of the goods supplied by us.

From the moment the contract is effected, the buyer bears the risk of damage, destruction and/or disappearance.

14. The contract is executed at the seller's registered office. Belgian law shall apply. The parties expressly agree that the provisions contained in the Vienna Sales Convention of 11 April 1980 on the international sale of goods do NOT apply to their present and future business relationship. The courts of the seller's judicial district have sole jurisdiction over any disputes relating hereto unless the plaintiff, pursuant to article 624 (of the Belgian Criminal Code), elects to bring the matter before the competent courts.