

GENERAL TERMS AND CONDITIONS FOR SUPPLY AND PAYMENT

A. - GENERAL

All our offers and agreements are subject to the following terms and conditions. The Terms and Conditions of our clients shall not apply here, except where we expressly accept this in writing.

B. - QUOTATIONS

All our offers are without obligation on our part. Our agents are not authorised to bind our company; offers they issue must be confirmed by us and we reserve the right to reject any order where no such confirmation has been given. The refusal of involvement by a leasing company or other finance agency shall not be a valid reason for the invalidation of an order, except where this condition is expressly stated on the order form itself.

C. - DELIVERY PERIOD

- 1) Except in the case where we have accepted contrary conditions, the delivery period notified in our offers shall apply exclusively.
- 2) The delivery period will be suspended where any condition of force majeure applies: force majeure shall be taken to include inter alia rejections, accidents, strikes, lock-outs, epidemic, fire, flood, shortage of manual labour, fuel, raw materials etc. and in general any event which might hinder the normal activities of the factory or its despatch procedures.

D. - RECEIPT OF GOODS

- 1) In the absence of an express agreement the goods shall be deemed to have been received and approved upon despatch from our stores. Where the purchaser has not expressed a wish to carry out an inspection, the despatch shall take place without the goods being made available in advance, and the goods will be deemed to have been accepted and approved.
- 2) The goods are sold and are available in our stores, either to the Purchaser or to the carrier appointed by the Purchaser or selected by ourselves.
- 3) Where we take responsibility for the despatch we shall act solely as the client's authorised representative.

E. - CARRIAGE

- 1) Except in the event of special instructions from the purchaser the method of carriage shall be determined by ourselves.
- 2) The goods shall at all times be carried at the responsibility of the client.
- 3) Any disputes must be notified to us within three days of the receipt of the goods.

F. - PAYMENTS

- 1) Prices shall apply to goods received and where payment is to be made to our company.
- 2) All costs of invoicing and handover, all legal expenses, consular invoices, certificates of origin, carriage documents and in general all other costs and charges on the value of our goods shall be borne by the client.
- 3) Each invoice shall be payable within 30 days, with the exception of the initial order from a new client our foreign customers, where payment in cash shall be required. A discount of 0.5% per month for early payment may be applied to each cash payment. Failure to pay an invoice on the due payment date shall entitle us to unilaterally terminate any current purchase agreement and shall have the further consequence that all invoices not yet due for payment shall become payable immediately, regardless of their due payment date. In the absence of payment of the invoice on the due payment date the invoice amount shall be increased by interest at 12% per annum without any requirement for notice of default, and shall be further increased by irreducible compensation for damages in the amount of 20%, with a minimum of €49.58, this in application of Article 1152 and 1229 of the Civil Code.
- 4) Any cancellation of an order must be accepted by us in advance and shall raise the possibility of a claim for compensation for damages on our part, in proportion to the work carried out and the costs incurred and never less than 30% of the ordered value.

G. - GUARANTEE

The components/materials shall carry a warranty of 1 year against faults in manufacture, counting from the date of delivery.

Any warranty shall be limited to the exchange of defective components/materials. The costs of returning items and of removing and replacing defective components shall be borne by the Client. The return despatch of replacement items shall be at our expense and under our normal conditions of carriage. In case of doubt, returned items shall be subjected to an investigation to determine whether the defect is or is not attributable to a manufacturing fault. Where the defect is attributable to improper use or where the defect does not meet the criteria for a manufacturing fault, then the item and all the associated costs will be invoiced for. Any delay in payment shall result in the loss of entitlement to the warranty period.

H. - COMPETENT JURISDICTION

In the event of any dispute, the Court of the Justice of the Peace for the district of Sint Genesius Rode or the Court at Brussels shall be competent, also in the event of a majority of defendants, a summons for intervention or indemnity, also in the event of a judgement for substitution, or where substitution or other means of payment are accepted or in the case of carriage paid deliveries, since these shall entail no restoration of claims for damages nor any deviation from this clause nominating the competent jurisdiction.