

## **GENERAL TERMS AND CONDITIONS OF SALE AND BUSINESS**

### **APPLICABILITY – GENERAL POINTS**

Our general terms and conditions of sale and business set out below, as well as any special terms and conditions of the contract that may depart from them, are deemed accepted by our contracting partners, even in the event of them being at variance with their own general or special terms and conditions. It is agreed that the latter will apply only if we have agreed to them in express terms, however our agreement cannot be inferred from any failure on our part to object.

These general terms and conditions and the terms and conditions set out in our offer constitute the entirety of the agreements between the parties. They render void all other correspondence, offers or previous agreements. Any brochures or documentation, technical or otherwise, that may be provided are supplied for the purposes of guidance only and the technical specifications are subject to change.

For the reminder, only Belgian law shall apply.

In the event of a dispute, the courts of CHARLEROI shall have sole jurisdiction, even in the case of multiple defenders or third-party notice.

### **OFFERS - ORDERS – DELIVERY PERIODS - TECHNICAL SPECIFICATIONS**

Our offers are valid for 30 days from the date on which they are issued. Any order must have been accepted in writing by one of our directors, however the contracting partner cannot cite this rule.

The offers are always made in euro. The exchange value in another currency is only ever a guide. Payments shall also be made to us in euro.

The periods stated in our offers correspond to an estimation based, among other things, on the delivery capabilities of our own suppliers. They should not be interpreted strictly.

The periods will always be extended in the event of stock outage at our own suppliers for which there is no equivalent second source. The inability to obtain the goods from our suppliers is deemed tantamount to a case of force majeure.

The periods start from the date on which the order is accepted, provided that all technical specifications or, more generally, that everything which is necessary for fulfilment of the order has been received. Any changes to the technical specifications, even minor, render our estimations of the periods null and void.

In the event of our own liability being established due to late delivery, any compensation that may be payable is fixed at a flat rate of 1/2 % of the price, exclusive of tax, of the undelivered element, for each week of delay beyond the third week of delay. However the total compensation shall not exceed 5 % of the value, exclusive of tax, of the element.

Acceptance of the offer by the contracting partner lays down our precise mission, specifically and exhaustively. It is therefore incumbent upon the contracting partner to define his order precisely. Any request to amend the offer following its acceptance shall be made in writing. It shall,

moreover, be accepted in writing, however the contracting partner cannot invoke this latter point in his favour. Any amendment will result in additional invoicing, left to our reasonable evaluation according to the extent of the requested amendments. A further quote relating to the requested amendments will be provided only on express written request.

The order placed by the contracting partner is presumed to meet his specific needs, current and future. The contracting partner expressly exempts us from checking that suitability.

#### **TECHNICAL DOCUMENTATION – INSTRUCTIONS FOR USE - DIAGRAMS**

We are not under the obligation to provide technical documentation pertaining to the delivered products. If we believe that instructions for use are necessary, they may be provided, however the absence of them shall not justify any late payment whatsoever.

Unless otherwise provided for by contract, the technical diagrams or source files of software are never entrusted, even for perusal, to the contracting partner.

#### **INTELLECTUAL PROPERTY**

Unless otherwise provided for by contract, we retain all of the intellectual, moral and property rights to the delivered products. Even in the event of the contracting partner contributing to the costs relating to the product research or to a feasibility study, that research or study remains our exclusive property.

We grant only the right to use our products.

#### **TEST - DRAFT**

The contracting partner is presumed to test intensively the scale models and the drafts that may be supplied to him.

Should the contracting partner fail to notify us of the existence of any unsuitability of the draft in relation to the order, the functional elements of the project will be assumed, irrevocably, to have been accepted and the contracting partner will be precluded from making any claim for that reason.

#### **DELIVERY - TAKING DELIVERY / ACCEPTANCE - APPROVAL**

Delivery consists of the collection of the goods. This is always deemed to have taken place in our stores. In any event, it is recorded by the signing of our dispatch note by the customer.

The customer is obliged to take delivery of the goods as soon as he is asked to do so. Failing that, warehousing costs will be invoiced at the rate of 3 % of the value, including tax, of the equipment not collected, per week of delay. The goods are warehoused at the customer's sole risks. Moreover, we will be entitled to ask the customer, by registered letter, to take delivery within a period of 8 days dating from the postage date of that registered mail. In this case, the delivery will be deemed to have taken place once that period has expired.

The purchase will be invoiced for any tests carried out in his presence.

The collection of part of the order signifies acceptance of the whole order.

Any non-conformity of the delivery with the order shall not permit the customer either to reject the whole order nor to defer payment for the conforming goods, nor to cancel the current contract or another order, nor to effect any form of compensation whatsoever.

The conformity of the goods with the order is deemed accepted as soon as they have been delivered.

The customer is assumed to test the delivered goods immediately.

The customer waives irrevocably the right to invoke his failure to check or test the goods in order to justify a refusal to approve them or to justify any extension whatsoever of the guarantee on our part.

#### **DELIVERY - DISPATCH - TRANSPORT – RETURNS**

All the transport operations are chargeable to and at the cost and risks of the customer, upon whom it is incumbent to check the consignments on arrival and, if necessary, to have recourse against the hauliers or carriers, even if the consignment was sent free of charge.

We are never liable for periods laid down by the hauliers or carriers or any delays by the latter.

Our deliveries are always made only to the address shown on our offer.

#### **GUARANTEE - LIABILITY**

Our guarantee is limited exclusively to the replacement, at our costs, of faulty elements. Under no circumstances can a claim be made for any additional damages intended to cover any direct or indirect loss whatsoever, except in the case of wilful misrepresentation on our part.

An item of equipment shall be regarded as faulty only if the customer can reproduce the fault on our premises. Lack of compatibility with a system not clearly defined at the time of the offer shall not be regarded as a fault.

The guarantee period starts on the day of the actual delivery or on the day on which the customer is asked to arrange to take delivery.

In the case of several examples of the same product being manufactured, it is expressly agreed to describe as a "systematic fault" the same incorrect or abnormal performance of the products initiating at least 20 % of the product examples of the same batch. Only in the case of a systematic fault will the customer be able to request the repair of all the examples delivered.

Unless otherwise provided for by contract, the guarantee period is one year dating from delivery.

Under penalty of exclusion from making a claim, the customer is obliged to inform us, by registered letter, of any fault that has been observed and to do so within 8 days of discovering it.

In the event of proceedings brought directly by third parties against us within the framework of the contract or because of its existence, the customer shall indemnify us in such a way that the

amounts that could be charged to us are never greater than those that could be claimed from us in the event of direct action taken by the customer himself.

## **TERMS OF PAYMENT**

Our prices are given in euro, exclusive of tax.

Our invoices are payable according to the terms and conditions of payment stipulated on the invoice and to the account number also stipulated on the invoice. In the absence of terms and conditions of payment clearly stipulated on the invoice, our invoices are payable in cash and in full (8 days from invoice date) to the account number specified on the invoice. The sending of the invoice serves as formal notice in due form.

A payment is not deemed to have been made until the day of its receipt at our registered office.

Non-payment of all or part of the order within the set period shall result, by law and without formal notice, in:

1. The charging of interest at the rate of 15 % on the sums remaining payable.
2. The application of a penalty clause set at 15 % of the sums remaining payable but which shall be no less than 150 EUR, for the purpose of covering, notably, the costs of administrative management payable due to defaulting.
3. The option of retaining as security any other current order or any asset held for or on behalf of the customer.
4. The retaining of our ownership of the delivered goods.

The drawing of bills of exchange shall not effect novation.

Gosselies, May 2005.