

GENERAL TERMS AND CONDITIONS OF SALE

ART. 1. ORDER CONFIRMATION

1.1. Only order confirmations that are duly signed by the seller shall commit the seller. The execution of said orders shall be in compliance with the general terms and conditions of sale as stated on our invoices and our website, to the exclusion of the customer's terms and conditions, even in the event the latter are communicated in due course.

The sales contract shall be effected only following confirmation in writing by the seller.

Orders taken down by one of the seller's sales representatives, designates or office workers shall be valid only following confirmation in writing by an authorised officer, who is qualified to commit the company to that effect.

1.2. All and any order cancellations are to be made in writing. Any such cancellations shall be valid only subject to acceptance in writing by the seller. In the event of cancellation, the customer shall owe the seller a flat rate fee to the amount of 10% on the order price.

Said fee is intended to cover the fixed and variable costs and any loss of profit.

ART. 2. DESCRIPTION OF THE GOODS TO BE SUPPLIED

The goods shall be supplied in the manner as detailed in the sales contract and/or on the first page of the invoice.

ART. 3. PRICE

3.1. The price shall be the price as specified in the price quote, unless the seller finds himself compelled to adjust the price in line with the developments of his fixed and/or variable costs as a result of changes to the structure thereof (raw materials, wages, energy, ...). Any price reviews shall be made to occur in compliance with statutorily permissible standards. In said case, the new price shall apply in the manner as detailed on the first page of the invoice.

3.2. Prices are exclusive of V.A.T.

3.3. Prices are excluding delivery, transport and assembly/fitting, unless specified otherwise on the first page of the invoice.

ART. 4. DELIVERY TERMS

Delivery terms are communicated for informational purposes only and as such are not binding unless expressly agreed otherwise between the parties.

Under no condition shall delays in the execution of orders warrant penalties, compensation or the dissolution of the agreement against the seller.

If the buyer is to collect the goods and defaults on his duty to do so, he may be charged a storage charge. During any such storage period, the buyer shall carry the risk.

In the event a fixed delivery term is agreed, this shall be stated on the sales contract and/or the invoice. The delivery term shall take effect only as of the date on which the following requirements are duly met:

- the seller is in possession of the duly signed sales contract.
- the seller has received the deposit agreed.
- all technical details have been communicated by the buyer in their final version.

ART. 5. INSPECTION

5.1. All goods are available to be inspected at our company premises, following appointment by phone. We allow all non-destructive inspections, be it strictly performed by chartered approbation authorities. In all cases, any costs involved in any such inspections shall be at the charge of the customer.

5.2. The goods can only be sold in the state they are in ("as is"), as known to and approved by the customer unless clearly defined otherwise in the sales contract and/or the invoice.

ART. 6. TRANSFER OF OWNERSHIP

6.1. The goods delivered shall continue to be the property of the seller until payment in full has been received of the principal, any costs and interests.

6.2. Deliveries are made to take place at the risk of the buyer, who should take out insurance cover to protect himself against potential damage.

6.3. The buyer shall notify the seller if the goods are (to be) placed in a space that is rented by the buyer and if required disclose the identity and the place of residence of the letter.

ART. 7. PAYMENT

7.1. Unless specified otherwise on the invoice, prices are payable prior to collection or delivery of the goods.

- or : - 50% deposit when ordering.
- the balance prior to collection or delivery.

7.2. If the advance due is not paid to the account of the seller no later than 7 days after the buyer has been notified thereof, either by fax, by e-mail or by registered mail, the seller is entitled, at his own

discretion, to suspend the execution of the agreement without prejudice to his right to damages, or to dissolve the agreement by right at the expense of the buyer, without formal notice and with immediate effect, merely by sending a registered letter by mail.

In case of dissolution of the agreement, a lump sum compensation of 30% of the total amount bought is due to compensate the potential damage due to the non-execution of the agreement.

7.3. The invoice amount is to be paid net. Discount and banking costs shall be at the charge of the buyer.

Discounts for immediate payment shall be allowed to be netted only if this has been expressly agreed beforehand.

7.4. In the event of non-payment, the invoice price shall be augmented by a 10% compensation fee, corresponding to the inconvenience caused to the seller as a result and administration costs incurred in connection therewith.

In addition, an interest charge shall be owed that is 2% over and above the legal interest rate.

These increases shall be owed without requiring any notice of default to be served on the debtor.

Default interests shall be charged for each month that has started.

7.5. Non-payment on the maturity date of a single invoice shall occasion the balance owed for all and any other invoices, including invoices that have not yet reached their maturity date, to become legally and instantly claimable.

7.6. Likewise, in the event of complete or partial late payment, the penalties and interests as intended under 7.3. shall be owed in the same manner.

7.7. The drawing and/or acceptance of bills of exchange or any other tradable documents, shall not entail novation of debts and shall not constitute a departure from the terms and conditions of sale.

7.8. Without prejudice to what has been specified in art. 5.1., in the event of a dispute, the invoice is to be protested within 7 days following receipt.

ART. 8. GUARANTEES

In the event the seller's confidence in the solvency of the buyer is undermined as a result of acts of judicial foreclosure against the buyer and/or demonstrable other events which serve to cast doubts on the confidence placed in the due execution of the commitments taken on by the buyer and/or which make it impossible for any such confidence to be maintained, the seller reserves the right to require the buyer to put up appropriate guarantees. If the buyer should refuse to agree to put up such guarantees, the seller reserves the right to cancel the order in its entirety or in part, even if the goods have already been dispatched as a whole or in part. In said event, the amount referenced in art. 1.2. shall be owed by way of compensation.

ART. 9. RIGHT OF LIEN

The parties expressly agree that all goods of the principal, that are located in the warehouse or the workshop of the seller, may be held by the latter with a view to guaranteeing payment of the cost of making that is owed for goods already returned. New goods entrusted into the care of the seller by the principal for the purpose of processing shall be deemed to replace the processed goods already returned. The goods entrusted into the care of the seller by the principal for the purpose of processing shall be deemed to be part of one and the same indivisible agreement, even if said agreement is executed in consecutive stages.

ART. 10. FORCE MAJEURE

The following events, if they should occur after the agreement has been concluded and act to prevent the execution thereof, shall be considered to be cases of force majeure: strike, lock-out and all other situations that occur beyond the will of the seller, such as fire, mobilisation, requisitioning, embargo, monetary restrictions, rioting, lack of transport, lack of materials, restrictions on the use of driving power, late deliveries by the suppliers of the seller.

If such events should occur, the time awarded to the seller to duly fulfil the commitments incumbent on him shall be extended. The seller shall not be held liable for any delays that have arisen as a result of the above events.

If said events should last for a time span exceeding 6 months, either party shall be entitled to cancel the agreement by way of a letter sent by recorded delivery.

ART. 11. COMPLAINTS, CLAIMS & DISPUTES

11.1. Complaints and claims are to be communicated in writing within 14 days at the latest following delivery.

11.2. In the event of disputes, only the courts of the legal district of Antwerp shall have jurisdiction.

11.3. All costs pertaining to the recovery of outstanding debts through the courts, including solicitor's fees, shall be recouped from the buyer.