

GENERAL CONDITIONS OF SALE

1. Preamble

These general conditions shall apply, barring any changes expressly agreed in writing by both parties.

2. Conclusion of an agreement

2.1. An agreement shall be deemed to have been reached when, after receiving an order, the seller sends written acceptance, if applicable within the buyer's stipulated deadline.

2.2. If, when submitting a firm offer, the seller imposes a deadline for the acceptance thereof, agreement shall be deemed to have been reached when the buyer has confirmed the acceptance of the offer in writing prior to the expiry of that deadline, it being understood that no agreement shall be deemed to have been concluded if such confirmation has not been received within a week after the expiry of said deadline.

2.3. Alterations made to the seller's offer shall only be valid if confirmed in writing. All orders processed via an intermediary must be confirmed directly by the seller to the buyer.

3. Drawings and descriptions

3.1. Weights, dimensions, capacities and other details included in catalogues, prospectuses, circulars, advertisements, images and price lists shall be deemed to be merely approximative indications. These data shall only be binding insofar as the agreement specifically refers thereto.

3.2. Any drawings and technical descriptions provided to the buyer either before or after agreement has been reached and on the basis whereof whole or partial manufacture is rendered possible, shall remain the exclusive property of the seller. The buyer may not use, copy or reproduce such drawings or technical descriptions, nor pass them on to third parties or acquaint third parties with them without the permission of the seller.

4. Transfer of risk

4.1. The sale and definitive delivery of the goods shall take place at the factory of the seller, even if they have to be shipped franco.

4.2. If the seller acted to provide the buyer with wagons or some other means of transport or to simplify customs formalities, he cannot be held liable in this connection, and any costs arising shall be charged at cost price.

4.3. The goods shall be shipped at the buyer's own costs and risks, even if the seller organises transport at the request of the seller.

5. Reservation of title

5.1. Notwithstanding the provisions of Article 4, the goods shall remain the property of the seller until payment has been received in full.

5.2. The buyer undertakes not to sell the goods or transfer them to a third party whilst they are still the property of the seller. Failure to comply with this clause will result in the buyer being liable to pay fixed damages amounting to 50% of the retail price (in addition to the retail price and any late payment interests).

6. Delivery times

Unless agreed otherwise, the delivery times laid down in the agreement shall be estimates only. Delays shall not entitle the buyer to cancel the order or claim any compensation.

7. Payment

7.1. All payments shall be made in euro, net and excluding discounts.

7.2. Unless agreed otherwise, invoices are payable in cash. Should the buyer fail to pay within the agreed payment period or, in the absence of such agreed period, within the legally stipulated period, on the day after the expiry of said period, the seller shall be as of right and without prior notice entitled to payment of an interest of 12% on an annual basis. In addition, the seller shall, notwithstanding his right to compensation of the legal costs in accordance with the conditions set out in the Judicial code, be entitled to a compensation from the buyer of 10% of the invoice amount for all relevant recovery costs arising from late payment, with a minimum of 125 EUR. The fact that interest is charged does not affect the obligation to settle payments on their due date.

7.3. All current and future taxes, additional levies and costs, regardless of their nature, related to the sale, are at the expense of the buyer.

8. Termination clause

Should an invoice not have been settled by the due date, the agreement shall be dissolved as of right by the seller declaring his intention to do so in a registered letter without requiring any prior notice.

The seller shall be entitled to take back the delivered goods without the need for intervention by the courts. In addition, the buyer shall be liable for compensation totalling 15% of the price, with a minimum of €125.

9. Guarantee

9.1. The buyer shall control the goods or have them controlled at his costs upon delivery of the goods. Any apparent defects shall be notified by registered letter within 8 days following delivery, under pain of forfeiture.

9.2. If the buyer is established in Belgium, the seller undertakes to remedy any hidden defects during a period of 12 months following delivery, by replacing or repairing at the choice and cost of the seller, including work hours, installation and travel costs. If the buyer is not established in Belgium, the seller shall, in case of a hidden defect, during a period of 12 months following delivery, supply its representative onsite or its end user with the necessary spare parts.

The replaced components shall be the property of the seller, these items shall be returned upon seller's first request at the cost of the buyer.

Any liability for any other damage resulting from the defect, including loss of production, loss of profits or any other indirect damage, is excluded.

9.3. This guarantee shall not apply to defects due to one of the following elements:

- acts of God,
- non-compliance with the prescriptions of the seller/users' manual/operating instructions,
- use or maintenance by unauthorised persons,
- wrongful use or installation, damage caused by the buyer or third parties,
- absence of maintenance, incorrect or delayed maintenance;
- normal wear and tear.

The buyer shall provide proof of correct use and maintenance.

9.4. The guarantee shall also be void in the event the buyer executes any repair/adjustments without having notified the seller nor having received its authorisation thereto. Costs for intervention or repair by a third party without authorisation in writing by the seller, can in no event be recovered from the seller.

9.5. The seller shall not be held to any compensation nor guarantee other than what is provided in art.9.1. and 9.2. Any liability for damage due to the use of the goods by the buyer, its clients or users is excluded. Total liability of the seller is in any event limited to the price of the goods which gave rise to the claim.

10. Intellectual property rights

All intellectual property rights included in the goods, as well as the related material, images, logos, drawings, technical descriptions, texts, documentation, know-how and all adjustments and potential modifications exclusively belong to the seller, or in its case its providers. The buyer informs the seller without delay of any intellectual property right infringement or action of a third party and shall assist the seller in order to safeguard its rights.

11. Applicable law and Courts

The agreement is governed by Belgian law. In the event of a dispute, the courts of Antwerp shall have exclusive jurisdiction.