

## General terms and conditions of sales

**All of our transactions are subject to the general terms and conditions of sale, unless there are other written agreements in our special terms and conditions of sale or confirmations of order. The general terms and conditions of sale constitute an integral part of our bids.** All other conditions, stated in letters or customer purchase orders, shall be viewed as being null and void and of no value, if these variations have not been accepted by us expressly and in writing.

### 1. BID

Our bids are non-binding and subject to sale or adequate stocks. All of the prices set out in our bids are excl. VAT, equipment ex works our workshops in Ronse, unless specifically stated in our special terms and conditions of sale.

Generally our prices remain valid for a period of 1 month after which, where applicable, we reserve the right to review our prices without prior notification. Upon placing each order the buyer undertakes not to refuse the applicable prices at the time of delivery. We can also change the specifications of our products without prior notification depending on our manufacturing and/or new directives imposed by the regulations in force.

### 2. ACCEPTANCE OF ORDER

**The orders are final and involve an irrevocable undertaking on the part of the buyer,** unless we notify the buyer in writing of our refusal or reservation within 30 days of receiving the purchase order. All previous correspondence shall cease to apply as a result. This refusal or this reservation under no circumstances entitles the buyer to compensation.

Any undertakings entered into by our representatives and agents outside the framework of the present general terms and conditions of sale are only binding on us subject to express acceptance by us. Our company is only generally bound by the written confirmation depending on the eventual receipt of the advance payment.

**In the event of cancellation of the order by the customer or in the event of the refusal of the buyer to accept the delivery, or furthermore, in the event of late payment, our company reserves the right to take legal action in relation to the performance of the contract or to request its dissolution, if this is deemed by us to be desirable. In the event of the latter, the buyer acknowledges that the compensation owed to the seller shall not amount to less than 1/3 of the price excluding VAT agreed in the contract, plus study and dossier costs.**

### 3. DELIVERY

**a) Delivery periods: our price quotations and confirmations of order indicate the delivery period within which the equipment needs to be delivered, from the date of receipt of the installment payable upon placing the order and from the date on which the buyer provides us with full information and documentation required for the completion of this order. Each delay shall involve a corresponding postponement of the contractual delivery period for the completion of the order.**

The delivery periods, defined in the bid or confirmation of order, are also non-binding and are only given by way of indication such that, in derogation of art. 1610 and 1611 of the civil code, any eventual delay shall under no circumstances entitle the buyer to compensation.

However, parties agree that this delivery period can be extended by up to a maximum of 60 days. Any additional delay shall give rise to a new contractual agreement, where applicable, with a price amendment or a change in the initial financial terms and conditions. If no new agreement can be reached, we reserve the right to refuse this new deferred delivery.

In any potential scenario, the delivery can only be completed within the stipulated delivery period if the buyer has observed its obligations in respect of the seller, whatever they may be.

**b) Force majeure:** The seller is discharged of any liability in the event of an incidence of force majeure, accidents, war, general or special strikes, a lock-out, riots, attacks, complete or partial fire in the seller's company. It reserves the right:

1. To extend the delivery period for completion of the agreement for as long as the incidence of force majeure or the circumstances set out above have endured.
2. To dissolve the agreement without any compensation if the delay caused in this way lasts for more than 60 days.

**c) Acceptance:** Acceptance of the equipment takes place in our workshops. Complaints concerning visible defects and conformity of the materials being sold must be submitted no later than three days following receipt of the equipment by registered mail; otherwise the delivered goods shall be deemed to be compliant both in terms of quantity and quality, as well as any other specifications in the contract, as a result of which our liability towards the customer shall no longer apply in all respects. Our responsibility in respect of any defects is strictly limited to the replacement value of the equipment or replacement parts, ex works our workshops.

**d) Shipments/Transport/Packaging:** All prices in our bids are ex works our workshops in Ronse unless explicitly stated otherwise in our special terms and conditions of sale. All of our shipments, even if they were supplied by us to your premises, are made for the account of the buyer.

The goods are supplied with appropriate packaging. **Nonetheless, any special package required by the buyer (e.g. for export) shall be made at its cost and shall be invoiced as an extra.** We disclaim all liability in the event of a delay or accidents, which may occur during transportation as a result of a packaging failure.

Generally, the goods travel at the risk of the buyer, even if they were sent free of charges and shipment costs. They can be insured at the request of the buyer and at its expense.

It is also specifically up to the recipient, in case of damage or loss, to make any necessary observations and to confirm to the shipper its reservation by registered mail with acknowledgment of receipt and shall do so within the 3 days following receipt of the goods. Finally our customers must ensure access facilities for lorries at the delivery location, and make available fork lift trucks, handling and transport facilities for heavy and bulky components. Upon delivery the unloading and depositing in situ of the equipment (in the assembly location) is completed at the risk and liability of the buyer. Any external call-out cost for goods handling is at the expense of the customer.

#### 4. ASSEMBLY

If the contract includes assembly of the equipment by ourselves and if the equipment or works have not been completed at the expense of the customer prior to the end of the construction site, which does not allow us to complete the commissioning and then necessitate additional journeys on the part of our engineers, these shall be invoiced to the buyer as an extra at the cost-plus rate (this rate is available on request)

#### 5. PAYMENT

**The payments shall be made strictly according to the set installments set out in the special terms and conditions of sale of the relevant bid. The buyer cannot feign a complaint, not even in part, to defer or fail to make payments that have reached their due date. Generally an advance must be paid upon placing any order the percentage of which is stated in the contractual bid and which is payable immediately. The delivery date of the orders is only determined following receipt of the contractually stipulated advance. In case of a delay caused by the customer (postponed delivery) for whatsoever reason (e.g. unfinished foundations & buildings needed for installing the equipment, etc.), the payment of the amount provided for shall need to be completed irrevocably as soon as the equipment is ready for departure. Where this is the case the delivery and assembly times shall also be renegotiated depending on our other jobs and according to the terms and conditions set out above in section 3a (delivery period). The buyer shall receive supplementary invoice(s) for all costs incurred as a result of accommodating the equipment due to a postponed delivery period.**

**The payments must be made to Ronse in the currency indicated on the invoices and pursuant to the conditions indicated on them, even if bills of exchange are in circulation. In the event of non-payment of the invoice on the due date, automatically and without any requirement for a notice of default a late payment rate of interest of 12% per annum shall be payable on the unpaid sums as of the due date. Furthermore, in case of late payment the outstanding balance of our invoices shall be automatically increased by a flat-rate compensation fee of 20% of this balance, with a minimum of 500 €.**

Non-payment on the due date of a single invoice shall make the outstanding balance of the other invoices, even including those that are not overdue, automatically and immediately payable. The circulation of bills of exchange does not trigger a debt roll-over and without exception does not vary from our general terms and conditions of sale.

#### 6. RETENTION OF OWNERSHIP

Upon applying the valid legislation, the goods being sold remain our legal property until final and actual receipt of the total of the sums owed by the customer.

The transfer of ownership shall then take place following payment in full of the price by the buyer. However, the latter agrees to take the equipment for its account in terms of the various civil liabilities involved with their operation and following delivery immediately declares that it has taken out an insurance policy to cover all risks or any incident.

In the event of the resale or processing of our goods by the buyer, it shall without exception agree to transfer to us all receivables arising out of this resale.

#### 7. GUARANTEE

The guarantee period is stated in our special terms and conditions of sale and may vary depending on the type of equipment. Generally the guarantee period is assigned for operation of the installation on the basis of a 1-shift work system (8 hours per day), insofar as the abrasives and/or detergents used during the guarantee period were supplied or approved by us.

In case of a delivery, which is not assembled by us, the guarantee starts from the delivery date of our equipment to the buyer's workshops. However, for equipment, which is assembled by our engineers, this starts from the date of commissioning.

For the manufactured products (e.g. electrical equipment), the guarantee for the equipment in question is that provided by the manufacturer. The faulty components must be sent carriage paid from our warehouses. The replacement parts are sent ex works Ronse.

**The guarantee under no circumstances covers the components subject to wear and consumables, nor does it cover damage caused by chemical influences and/or contamination, or furthermore, as a result of pyrophorics.**

All installations and cabinets, which were assembled by our customers and which did not undergo a commissioning or inspection by our technical department or by an agent explicitly designated by our company, forfeit the benefits of the guarantee. Similarly, operating an installation under inadequate conditions and with poor maintenance will result in the exemption of this guarantee.

#### 8. HEALTH - SAFETY - UNIFORMITY AND CE MARKING

**a) In relation to the equipment: our machines generally comply with the following valid European directives, more specifically in relation to the "CE" marking:**

**the "machinery" directive 2006/42/EC (RD of 12 August 2008)**

**the "L.V." directive (Low Voltage) 2006/95/EC (RD of 23 March 1977)**

**the "EMC" directive (Electromagnetic Compatibility) 2004/108/EC (RD of 28 February 2007)**

**the "pressure equipment" directive 97/23/EC (RD of 13 June 1999)**

Note: depending on the equipment the aforementioned directives will not all necessarily apply.

Other regulations: the code governing well-being in the work place and more specifically the "minimum regulations" set out in chapter 1 of title VI of the code relating to work equipment, and ARAB.

**Our equipment is furnished with the CE label and a certificate of conformity is also issued.**

b) In relation to the individual safety equipment: our individual items of safety equipment are marketed in accordance with the directive 89/686/EEC, amended by 93/95/EEC and 93/68/EEC (RD of 31 December 1992, amended by RD of 5 May 1995).

c) In relation to consumables (abrasives and additives): Our consumables are generally marketed in accordance with the valid European directive REACH - EC regulation 1907/2006, art. 31, appendix II of 18/12/2006, which define and set out the guidelines for assembling the material safety information data sheets.

## 9. MISCELLANEOUS

The installation, any eventual administrative licenses, external disruption, etc. are the responsibility of the buyer. The seller waives its responsibility in full and can under no circumstances be held liable, with the exception of professional regulations, standards or obligations relating to its own delivery.

If foundations are required for installing the installation, our company shall send a set of plans to the customer to submit them to the buyer for approval, and shall do so as from receipt of the installment upon placing an order and prior to the commencement of manufacturing. The customer should mandatorily check these plans and send them back signed or with any comments within a period of a maximum of 8 days following receipt of the documents. Any delay shall result in a corresponding postponement of the contractual delivery period for completion of the order. In the event that the provisions in these plans should not be observed, it shall not be possible to have recourse to the guarantee for the assembly and operation and any costs arising out of changes or lost time shall be charged to the customer.

Specific working and/or production conditions may make a number of types of substance flammable in a sufficiently high concentration. Absolutely no combustible material or incandescent particles (e.g. sparks, cigarettes, etc.) will be tolerated in our installations or even in their surrounding area. Under no circumstances can we be held responsible for damage caused by fire or explosion.

The information concerning test reports and sample analyses, as well as the assessment of the operating costs for our installations are given for information purposes and do not hold any contractual value.

If the customer advocates the use of special standards within its company, it would be necessary to review our price quotation.

## 10. JURISDICTION OF THE COURTS

**In case of a dispute, only Belgian law shall be applicable and only the Courts of Oudenaarde shall have jurisdiction**, wherever election of domicile is made by parties for the performance of the present conditions. The present determination of jurisdiction shall even apply in case of a related requirement. Nevertheless, our company reserves the right, if it deems it to be preferable, to sue its debtors in their place of domicile or in their main place of business in Belgium or abroad.