

GENERAL CONDITIONS OF SALE - ENG

1. General - These general conditions and the specific conditions apply to all of our sales and to all of our services, excluding any other conditions. By signing an order form, the customer expressly acknowledges that it has taken note of the content of these conditions, accepts them, abides by them and unconditionally waives its own general or specific conditions (notably, its general purchase conditions). In the event of a difference between our general conditions and our specific conditions, the latter shall prevail.

2. Creations-prototypes - Any person or enterprise that requests the making of a model, creation and/or prototype undertakes either to entrust to us the subsequent production thereof or to compensate us for all expenses and expenditures incurred to create the prototype. Regardless of the circumstances, even if no order has been placed with us concerning the prototype, we shall remain the sole owner of the creation and of the intellectual and industrial property rights attached to it. Under no circumstances may the patterns, designs, models and prototypes be reproduced, copied or executed without our prior written consent.

3. Orders - Offers sent are understood to be sent without any commitment by us, until our written confirmation. The same shall apply to any commitment made by our agents or representatives. The customer's commitment is firm and irrevocable as a result of our written acceptance of the order form. The order shall only be taken into account once the requested down payment has been received in our accounts. Article 1794 of the Civil Code is not applicable to any order placed. We reserve the right to cancel all or part of any order that violates public order, morality, or any laws or regulations, or our general policy. We reserve the right to demand payment in advance for any order.

4. Placing at disposal (or delivery) and guarantee - The agreed date for the placing at disposal (or delivery) of the equipment is communicated to the customer for final acceptance. The placing at disposal or delivery shall automatically take place at the risks and perils of the customer as regards all merchandise that does not undergo final acceptance by the customer or its representative, on the date thus agreed, regardless of the location of the merchandise, including in our workshops. Storage expenses shall automatically be invoiced to the customer as of the agreed date. If the merchandise is not picked up or if the merchandise does not undergo final acceptance by the agreed date, this shall not affect the payability of the agreed price. Unless otherwise agreed in writing, the merchandise, even if it is dispatched carriage free or picked up at our workshops, travels at the customer's risks and perils. We reserve the right to make partial placements at disposal (or deliveries) and invoices.

The customer's acceptance of the merchandise shall cover any visible defects. Any complaint concerning a hidden defect shall only be taken into account if it is sent within 15 days of the placing at disposal (delivery) of the merchandise, by duly reasoned registered mail, and provided that the merchandise in question is immediately withdrawn from circulation. Regardless of the circumstances, any compensation due by us shall be limited to the price of the merchandise or the services. Fifteen days thereafter, no other defect may be raised. We shall not be bound by any intervention with insurers, carriers, suppliers or others and any such intervention is made by us in the name of and on behalf of the customer.

We reserve the right to make modifications or improvements to the characteristics of the products at any time, following a technical development of the products or following a change in the economic environment. If modifications are made to the characteristics of the products or services, we guarantee that these shall offer equivalent functionalities and performance. All goods furnished are only guaranteed for construction defects during the minimum period stipulated by law, and provided that the products have been used in a manner consistent with their normal use and the purpose for which they were purchased.

Unless otherwise agreed in writing, the customer is responsible for installing the products.

5. Times - The date and place for the placing at disposal (delivery) are those mentioned in the order's proof of acceptance. The time shall commence, if applicable, upon receipt, confirmed in writing and at our offices, of all of the technical data needed to execute the order.

Unless expressly stipulated otherwise by us, times are only given for information purposes and are not binding on us. Under no circumstances shall any delay on our part give rise to a fine, the obtaining of damages or to the order's cancellation.

We reserve the right to suspend our future cooperation as long as the customer has not performed all of its obligations to us.

6. Price and payment - Our prices are net and expressed in euros. All taxes shall be borne by the customer. The prices are those stated on the order form. The customer shall bear the carriage expenses. Invoices are sent to the address indicated on the order form. The invoice shall be deemed to have been accepted if the customer has not disputed it precisely and in writing within 15 days of its sending. Unless otherwise stipulated in writing on our part, invoices are payable in cash at our registered office. Our agents and representatives are not authorised to receive payment.

A partial or disputed delivery shall not entitle the customer to postpone payment. Any invoice not paid by its due date shall - automatically and without notice - give rise to the immediate payability of all other invoices, including those not yet due. Any amount not paid by its due date shall automatically and without notice accrue interest at the rate of 1% per month from the invoice's due date. Any month begun shall count as an entire month. If an invoice has not been paid by its due date, a lump-sum, irreducible compensation of 20% of the total amount to be paid, with a minimum of EUR 300, shall be due by the customer - automatically and without notice - without prejudice to any procedural expenses.

7. Reservation of property and termination conditions - Notwithstanding Article 1583 of the Civil Code, it is expressly agreed that the merchandise shall remain our property until our accounts have been credited for the payment of all amounts due, without affecting the transfer of risks. The customer undertakes to ensure respect of our rights and privileges of the vendor vis-à-vis third parties. Unless authorised by us in writing, the customer undertakes, until payment has been made in full, not to sell, rent or dispose in any way of the merchandise.

If payment is not made, we reserve the right, without prior notice, to keep any down payment made, regardless of the amount, as compensation of our losses and damages, to cancel the order without prejudice to our rights to damages, to suspend any subsequent placing at disposal (or delivery) and/or to demand restitution of or to keep the merchandise. Our position in this matter shall be expressed by mail.

Regardless of the circumstances, we alone are authorised to cancel the order.

8. Intellectual/industrial property - design - The designs, plans and logos designed now or in the future for the order shall remain our intellectual and/or industrial property. The customer may not sell, copy, reproduce and/or communicate such to any third party, without our prior written approval.

9. Liability - Save for situations of deceit or gross negligence on our part or on the part of our employees, we shall in no way be liable for any damage to the customer and/or to any third party as a result of the functioning or non-functioning of the products, or for any damage arising from any opinion or work on our part concerning the products, as well as for any damage arising from a late, incorrect or incomplete placing at disposal (or delivery) of the products or services in question.

Moreover, we shall in no way be liable for any indirect or immaterial damage or damage caused to the company or to third parties. We may only be held liable for direct

damages, but regardless of the circumstances, any compensation due shall be limited to the price of the goods or services in question. The customer alone shall be responsible for the "informative content" associated with the products, for which an order is placed with us.

10. Force majeure - Any order may, if we so wish and without compensation, be cancelled or its execution may be postponed in the event of the occurrence, subsequent to the order's acceptance, of one of the following events: strike, natural disaster, fire, draft, requisition, embargo, foreign exchange trading prohibitions, riot, lack of means of transport, procurement problems, limitations with circumstances of work and/or energy, as well as any other event outside our control that requires us to perform work that is not proportional to the initially planned work or that make it impossible to execute the order.

11. Miscellaneous - These general conditions are governed exclusively by Belgian law. The courts of the legal district of Dendermonde shall have sole jurisdiction to resolve any dispute relating to the interpretation or performance of these general conditions. The nullity of one of these general conditions' clauses, whatever the cause, shall in no way affect the validity of the other conditions. On the contrary, the clause in question shall be replaced by the parties with a clause having an equivalent economic effect. Not sending notice or not relying upon a right that is recognised as our right, regardless of the reason, may in no way be construed as a waiver of our rights. [plaats voorzien voor klanten om te tekenen met vermelding "gelezen en goedgekeurd"]