

GENERAL TERMS AND CONDITIONS GOVERNING SALES, CONTRACTING AND SERVICES (version dated 01.09.03)

1. APPLICATION

These general terms and conditions apply to all sales effected, contracting undertaken and services rendered by our company. They are supplemented, and if necessary modified, by the special conditions to which reference is made in the offer. If the customer has not informed us, before submission of the offer, of his intention to refer to his own terms and conditions of purchase or contract terms, and even if said terms are appended to the order, the present terms and conditions shall be applicable instead of the customer's, in the absence of acceptance by us in our order confirmation.

2. OFFERS

An offer is valid for 30 days counting from the date on which it was drawn up. Prices, quoted exclusive of VAT, are net and apply subject to acceptance by us when the order is placed for packed material delivered carriage-paid in Belgium and/or for the service described in the offer. For material of foreign origin, our prices are drawn up taking account of the exchange rate in force on the day of the offer. We reserve the right to revise our prices on the invoicing date were this exchange rate to change.

3. ORDERS

Every order can only be regarded as definitive after our acceptance of the terms and conditions mentioned in our order confirmation. In the absence of an order confirmation our invoice serves as acceptance of the order.

4. DELIVERY AND/OR IMPLEMENTATION PERIODS

The delivery and/or implementation period commences after technical clearance of the order and once any advance payment has been made. Orders for additional deliveries and/or services that are placed after our order confirmation may result in the original period being revised. A modification of the original period further to a request made to this end by the customer may occasion a price review.

5. LEAD-TIME OVERRUNS

The exceeding of a period does not entitle the customer either to cancel the order or to claim compensation. The penalties on account of delay, which we accept by way of lump-sum compensation, will only be payable if the delay in delivery and/or service provision has caused adequately proven loss or damage and will be calculated on the value of the delayed deliveries and/or services at 0.5% per full week of delay, subject to a maximum of 5%.

6. PAYMENTS

Invoices are payable in cash and net, without any discount, at the company's registered office (Biestebroekkaai 300, 1070 Brussels). No deduction whatsoever by way of guarantee may be applied. Any invoice that has not been paid on the due date shall give rise, *ipso jure* and without official notice of default, to contractual interest at the rate of interest applicable to payment arrears in business transactions plus 1%, together with contractual compensation amounting to 10% of the invoice total, subject to a minimum of EUR 250.00. If the terms of payment are not observed, we reserve the right to demand immediate payment of all other invoices that have not yet fallen due and to suspend fulfilment of other orders, or to break these off, without detracting from our right to claim compensation.

7. GUARANTEE

Our material is guaranteed against any defects, including concealed defects, for a period of six months counting from the date of risk transfer. Our obligations are limited to the replacement or repair – the choice lying with us – in our factory or workshop, of the parts acknowledged as being defective. The customer must give the necessary time for the defect to be repaired. The costs of transport to the factory are borne by the customer. Replacement or repair work covered by guarantee is carried out during normal office hours. The guarantee only applies to defects that have arisen under normal and correct conditions of use. The consequences of normal wear and tear or flaws or defects attributable to chance or *force majeure* are excluded from the guarantee. We decline any responsibility for direct or consequential loss or damage that the purchaser or operator may sustain further to a stoppage, an accident, a shortcoming or any disruption whatsoever in the operation of his systems.

8. TRANSFER OF OWNERSHIP AND RISKS

We retain ownership of the deliveries until such a time as these have been paid for in full. The transfer of risks takes place when the goods leave the factory or are made available for delivery. Dispatch, even carriage-paid, is at the customer's risk.

9. INTELLECTUAL RIGHTS

Studies and documents of any nature whatsoever, such as plans, drawings, diagrams, designs, etc., remain our property.

10. JURISDICTION

Any disputes concerning the validity, interpretation or fulfilment of the order come under the exclusive competence of the courts of the legal district in which our registered office is located.