

## GENERAL TERMS AND CONDITIONS OF SALE

1. All offers, orders, sales and deliveries are subject to the conditions laid down below. The buyer explicitly acknowledges having taken knowledge of and accepting these conditions. Terms and conditions of purchase of the buyer are not accepted.
2. Orders are only binding for the seller if approved in writing by the seller. Catalogues or samples are exclusively provided by way of information. The seller reserves the right to modify certain characteristics of the products provided that these modifications do not affect the normal use for which the products are intended.
3. Cancellation of all or part of the order by the buyer will give rise to payment of a fixed compensation, equalling the price of the cancelled quantities, without prejudice to the right of the seller to recover the actual damages from the buyer.
4. Quotations are valid for the period stated therein. Unless otherwise agreed the costs of transport and packaging, as well as all duties, VAT and other taxes are not included in the price and are to be paid by the buyer.
5. The delivery periods are stated by way of indication only and are not binding. Any delay in delivery can never give rise to a refusal to accept delivery of the goods, payment of a compensation or the dissolution of the contract.
6. Unless otherwise agreed the goods are delivered FCA to the place indicated in the order, pursuant to the Incoterms 2010. All risks relating to the goods are transferred to the buyer at the moment of delivery.
7. Unless otherwise stipulated in writing, the buyer's invoices are payable 30 days after the date of delivery. Any objections to an invoice are to be communicated to the seller by registered letter. Non-payment of an invoice on its due date makes the unpaid balance of all other invoices immediately payable. In case of non-payment of all or part of any amount on the due date, interests on overdue payment at a rate of 12% per year will be charged by operation of law and without prior notice of default, and the invoice amount will be increased by 10% by way of fixed compensation.
8. All invoices are established and paid in the agreed currency. Conversions are not accepted. If they do take place, the seller reserves the right to immediately demand payment of any exchange differences. All costs relating to the payments will be charged to the buyer. The fact that bills of exchange or other negotiable documents are drawn and accepted does not lead to novation of debt and does not constitute a deviation from the present general terms and conditions.
- 9. The title in the goods shall pass to the buyer only when payment in full has been received by the seller for all goods whatsoever supplied (and all services whatsoever rendered) at any time by the seller to the buyer. The buyer shall permit the servants or agents of the seller to enter on to the buyer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the buyer can not sell, pledge or offer goods as guarantee or collateral security. Should the goods (or any of them be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the seller and the seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the buyer hereby indemnifies the seller in relation thereto. In the case of non – payment at the due date and upon demand the buyer must return forthwith to the seller all merchandise unpaid for.**
10. The seller can at all times demand securities for payment that guarantee the proper performance of the obligations by the buyer. The seller is entitled to suspend the delivery of an order (or parts thereof) that have not yet been delivered, as long as these securities have not been provided.
11. Any differences between the quantities ordered and the quantities delivered must immediately be reported by the buyer. The buyer accepts the tolerances that are customary in the sector. Differences exceeding these tolerances can never give rise to dissolution of the contract or to any form of compensation other than an adjustment of the invoice or delivery of the missing goods.
12. The buyer needs to check the goods for conformity upon delivery. Complaints relating to apparent defects must be communicated to the seller in writing within 5 days after delivery of the goods. If the buyer fails to respect this time period, the complaints will be disregarded. Complaints with regard to hidden defects must be communicated to the seller in writing within 5 days after their discovery. Without prejudice to stricter legal provisions, a guarantee for hidden defects is provided during a period of 6 months after delivery. Complaints relating to products delivered are always handled in accordance with the warranties provided by the seller for the products concerned. In case of resale or processing, the buyer is to ensure the traceability of the products delivered. Unless explicitly otherwise agreed, no warranty is provided for products designed by the customer or produced on the basis of specifications that deviate from the standard specifications at the explicit request of the customer. If a complaint is accepted, the seller's liability is limited to reimbursement of the goods that are acknowledged to be defective or to their replacement, at the seller's discretion. Consequential damage is never accepted. Goods can only be returned at the expense of the buyer and with the explicit consent of the seller.
13. The seller reserves the right to suspend or cancel the sale by operation of law and without formal notice of default if the buyer does not observe his obligations. The same applies in case of bankruptcy, liquidation, dissolution of the company or financial difficulties of the buyer. If the seller asserts this right he will be entitled to either collect or demand restitution of the goods delivered. Any advance payments made will remain acquired by the seller by way of compensation, without prejudice to his right to claim an additional compensation. The seller will also be entitled to set off his claims on the buyer against any claims the buyer may have on the seller.
14. The seller is entitled to suspend the performance of his obligations or to terminate all or part of the contract, without the obligation to pay any compensation to the buyer, in case of exceptional circumstances and/or acts of God with which the seller or his suppliers are confronted (e.g. war, fire, strike, lock-out, unrest, flood, disruption or discontinuation of production,... this enumeration not being exhaustive).
15. Any disputes will be settled by the competent courts of the legal district in which the seller's registered office is established. However, the seller can always opt to have the dispute settled by the courts of the place of residence or the registered office of the buyer. Belgian law applies. However, for contracts of sale with buyers located in Great Britain, the reservation of title clause of article 9 (only) will be governed by and applied in accordance with English law.