

## CONDITIONS AND TERMS OF SALES

### Article 1 - GENERAL

Our sales, supplies and works are exclusively subject to the following general sales conditions:

The purchase conditions of the customers cannot be charged to us if we have not accepted them in advance in a formal and written manner.

### Article 2 - ORDERS/OFFERS

Our offers are always considered non-binding, except for sale.

The order vouchers signed by our sellers or by other agents-intermediaries connect our company only after written confirmation by the management or if the goods were delivered.

### Article 3 - PRICES

Our prices are given without commitment. Only the prices in addition at the time of delivery are applicable. The customer disclaims a price change in order to cancel the order.

The customer can nevertheless, in case of price increase of more than 10% at the agreed price, cancel the order without additional costs by sending a registered letter.

For the products we manufacture and for long-term performance, a price adjustment clause can be provided. This will be mentioned on the individual price quotation.

### Article 4 - DELIVERY TERMS

The terms of delivery are given as an indication and cannot be regarded as a commitment by our, because they are subject to many unforeseen elements.

In the event of an overrun, they may not give rise to a breach of the contract or to the requirement of any compensation.

In case of force majeure, such as strike, lockout, requisition, fire, flood, etc., the delivery terms are automatically suspended.

### Article 5 - PLACE OF DELIVERY

The goods are considered to be delivered from our warehouses before dispatch. They are thus transported at the buyer's risk. He shall check the conformity of the goods upon receipt.

### Article 6 - COMPLAINTS

Complaints must be made within eight days of delivery of the goods or services, in the case of defects in these goods or services and within three days after the date of this invoice, for the contents of this invoice. The goods always travel on behalf and at the risk of the buyer.

### Article 7 - RETENTION OF TITLE

Notwithstanding article 1583 of the Civil Code, the goods remain our full property until the date of full payment of the price, even if they have become property by installation or by destination.

Therefore, the buyer is not allowed to dispose of it in any way. He undertakes to maintain the material as a good house father and to keep it at the disposal of the seller.

In the event of seizure, he shall undertake to notify the contract in which this clause is included and immediately notify the seller.

The risks relating to the products delivered in accordance with article 4 shall be transferred to the buyer at the time of delivery. The buyer is obliged to insure the goods. We will be able to claim proof of this insurance and the payment of the premium as long as the selling price was not paid in full.

### Article 8 - MODELS AND SPECIFICATIONS

The dimensions, weights, quantities and other technical characteristics, as well as the drawings on catalogues and leaflets, are given approximately.

We reserve the right to make changes to machines and devices that are considered useful for their proper functioning.

In this case, the customer may neither terminate the contract nor demand the same changes to the devices that would have already been ordered.

### Article 9 - PAYMENT

All payments must take place in cash at our registered office.

Our agents and deputies have no permission to collect the amounts for our account. Any payment through them is therefore not allowed.

Without prejudice to the foregoing, the non-payment at the agreed expiry date of the application of a negligence interest of 1% per month from the date of delivery shall be automatically and without notice.

In addition, for a lack of payment 15 days after the dispatch of a registered letter of notice, a fee may be required equivalent to 15% of the balance still payable with a minimum of 60 EURO.

Irrespective of the foregoing, we reserve the right, in the event of late payment, to discontinue the deliveries, to terminate the contract or to withdraw the equipment, in application of article 7.

The customer cannot invoke a malfunction of the goods in order to suspend the payment.

### Article 10 - GUARANTEE

We guarantee the manufactured equipment against any defect in the matter or against any defect in the work for a period of one year from delivery.

In express agreement, our liability is strictly limited to the repair or free exchange of the parts recognised by us as defective, labour costs are not included, but excluding any other compensation to whatever the reason, such as the travel costs of the technicians, the transport of the goods, immobilization, damage to goods of the customer or to third parties, etc...

For the other items we sell, the duration of the maximum guarantee is the same as that which is allowed to us by our suppliers. No guarantee is given on fragile materials, which are subject to wear and tear or are easily damaged, e.g. parts in glass, rubber, plastic, etc...

As far as repair works are concerned, our guarantee is limited to 3 months from the termination of the works.

The replaced parts remain our property.

Our intervention in guarantee does not have the effect of extending the duration of the guarantee.

The customer who invokes the guarantee must inform us immediately in writing.

The guarantee is void if the customer, without prior authorisation, makes an appeal to third parties to perform a repair to a machine supplied by us, as well as in the event of improper or excessive use and failure to comply with the terms of service such as mentioned in the maintenance booklet.

### Article 11 – BREACH OF CONTRACT

If the contract is unilaterally broken by the buyer, he shall be liable for compensation equal to 10% of the agreed price.

### Article 12-COMPETENT COURTS

In case of dispute, only the courts of the seller's seat are competent. Belgian law applies.

### Article 13

Payment, even partial, of this invoice is proof of reception of the goods mentioned.