

## GENERAL TERMS OF SALE

1. It is explicitly stipulated that all our offers and sales are effected on following general terms of sale. Each variation will be subject to an individual, previous and written agreement, that can never be considered as a precedent. All terms of purchase and payment, differing from our terms, cannot be opposed against us.

1. All offers, verbal or written, are without engagement. If, after an offer has been made or before a sale has been effected, the prices of our own supplying on which our offers are based, are modified under some circumstances, we shall be entitled to cancel our offers and to apply proportional modifications of price.

2. Unless the contrary has been agreed, all our prices hold ex our works.

3. Each verbal telephone or written order with us or transmitted to our representatives, becomes only operative after written confirmation by us. By increase of import duty, we reserve to ourselves the right to adjust the selling prices in accordance. For contracts having been concluded for a duration of more than three months, contract prices can be adjusted when the raising of prices of raw materials, wages, clearances, transport and other factors change the ultimate price with more than 3 %.

4. The times of delivery specified for our sales are always approximate. Delays in delivery cannot give rise neither to cancellation of order, nor to any penalty of which kind whatsoever. The time of delivery begins when we are in possession of all necessary samples, measurements, etc. Are considered as circumstances outside one's control, discharging us from all obligations concerning time of delivery and to the exclusion of all indemnities, even those previously settled under contract, the occurrence of events irrespective of our will, through which the working terms of our enterprise have been modified as for ex. war, even between third countries, requisition, strikes, politic, social and economics riots, fire, failed manufacture that would oblige us to remanufacture, breakage of machines and/or tools, lack of raw materials, bankruptcy of our suppliers and every event changing the market situation existing at the moment of entering into contract. All those unforeseen and unexpected circumstances cannot give rise to cancellation of order by the buyer, to refusal of forwarding nor to any claim of indemnity.

5. If after one week of the agreed time of delivery, the bought goods have not been removed, they will be invoiced. Without any putting in default being necessary,

they will then be considered as having been removed by the buyer from the factory, where they will be on his behalf and risk, fire risk included.

6. Verbal instructions by our representatives, telephone and written specification, forwarding of samples or designs by buyers are only operative, as far as they are taken up in our confirmation of order. This document serves as basis for the manufacture and technical execution of the order. Complaints of any have therefore to be made on receipt of the confirmation of order, all claims made afterwards will not be accepted.

7. Sold good are always sent at the risk of the buyer, even when sold carriage paid. If not specified by buyer, the mode of forwarding is done at seller's option. All necessary precautionary measures are taken to their most possible safeguarding. If ever damage will occur during transport, the buyer must hold responsible the concerning carrying company, and therefore only accept the goods after control and with reserve. The goods are only insured on request.

8. Complaints concerning the quality and/or the conformity of our goods are only into consideration, when they are made by writing within eight days of receipt of the goods. Return of the goods may only be done provided agreement with the seller. Complaints about merchandise, which is already used in full or partial, are not accepted. Our responsibility will under no conditions exceed the invoice value of the goods delivered.

9. For goods that satisfy specific requirements (e.g. relating to fire behavior), the liability of the seller ceases when the goods leave the factory, such because the seller has no more control over the way the buyer handles and/or processes the goods with any other materials that have an effect.

10. If delivery is made by portions, then each sending is separately invoiced. We are never bound to further deliveries before all obligations of payment are fulfilled. In the absence of any express written to the contrary, all invoices are payable 30 days date of invoice.

11. If in this opinion of the seller there is a deterioration in the creditworthiness of the buyer, the seller reserves the right to ask to provide such guarantees as the seller may deem proper to ensure the full performance by the buyer of his engagements under the contract. Such request may be made before or after delivery of all or part on any order. Should the buyer fail to meet any reasonable demand for such a guarantee, the seller

shall have the right to cancel all or part of any contracts in operation.

12. The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.

13. In the event of an invoice remaining unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original maturities.

14. Should the buyer fail to honor his engagements, the seller may consider the contract cancelled and a letter sent by recorded delivery by the seller to the buyer shall be evidence of the seller's exercise of this right. Such action shall not in any way limit or prejudice the seller's other rights.

15. Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at the rate applied by the European Central Bank, plus 7 points.

16. If any invoice remains whole or partially unpaid on its due date, and there is no valid reason for such non-payment, the outstanding balance shall be increased by 12 %. The amount of this increase shall be not less than 50 Euro and shall not exceed 1500 Euro and shall be payable in all cases including those where an extension of credit has been agreed.

17. Until payment in full to the seller for the goods, the goods shall remain the property of the seller. Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery. The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case the seller reserves to himself the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with the seller until full payment will have been made to the seller to the goods. The buyer may sell the goods in the normal course of its business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to the seller, shall hold any pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of the seller. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by the seller, allow the seller to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the

goods. Any sums recovered by the seller as a result of such proceedings (including sums accepted by the seller in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to the seller from the buyer and then to the reasonable costs incurred by the seller in the course of such proceedings. Any balance remaining shall be paid to the buyer. Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as the property of the seller and shall not remove, obliterate or in any manner alter any label, mark or other means the seller may have of identifying the goods.

18. In case of contestation, the tribunals of Kortrijk and Roeselare or the tribunals of the domicile of the buyer, all on the choice of the seller, are only competent.

Signature of the customer,

\_\_\_\_\_ Date \_\_/\_\_/\_\_