

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Unless explicitly agreed otherwise, all products and services provided by vendor are subject to the general terms and conditions mentioned below; they prevail over the purchase conditions of the customer.

If any clause of these general terms and conditions becomes void or unenforceable by force or operation of law, the remaining clauses shall remain valid and enforceable.

2. Except if provided otherwise, offers presented by us or on behalf of us will remain valid for the duration of one month, starting on the date of the offer. An order placed through an intermediary shall not be valid until the vendor has given his written confirmation to the buyer.

3. Unless stated otherwise, all prices are excluding VAT, applicable taxes and duties, packaging, moving and transport costs.

4. Delivery dates mentioned in our offers or order confirmations are indicative. Exceeding the anticipated delivery dates will - except for gross negligence or willful misconduct - under no circumstances be cause for damages or termination of the purchase agreement. Any delay in the execution that comes to the vendor's notice, will be communicated to the buyer at the earliest convenience. Modification of an order immediately results in the cancellation of the anticipated delivery dates.

5. Goods are delivered at the vendor's registered offices, as specified on the front side of the invoice, on the date the goods are made available to the buyer. The goods are transported at the buyer's own risk and cost.

6. Unless stated otherwise, the buyer is responsible for the installation of the products and/or services delivered by the vendor and for the appropriate testing.

7. The vendor offers only the guarantees indicated in its catalogues and associated documentation. The vendor guarantees a delivery in accordance with the presented sample with explicit reservation for small deviations in color and in quality. Similarity in color can only be guaranteed with simultaneous orders. Measures and dimensions in the catalogue and/or the price list are approximate. We reserve the right to small deviations as well to changes in form and view of a model.

8. In case of visible defects of the goods, the buyer shall inform the vendor of such defects in writing, no later than within 48 hours after delivery of the goods. If said notice is not given within said 48 hours, the buyer shall be presumed to have accepted the goods.

Services performed by the vendor will be deemed fully accepted by the buyer upon delivery of the services.

Complaints for hidden defects must be communicated in writing; the defects will be described explicitly. Parties agree that the short term mentioned under Article 1648 CC (BW) or in any other applicable legal clause will be set at 6 months from the delivery date.

The vendor can choose to cancel the agreement or replace the defective goods. Under no circumstances will the vendor's liability exceed the maximum value of the goods that have caused its liability. The vendor will never be held liable for consequential damage.

The vendor will assume no liability for goods that have been changed or modified by a party other than the vendor or a service provider approved by the vendor. Defective goods can only be sent back upon the vendor's written consent and on the buyer's cost and risk. The vendor's consent to take back the goods does not imply any recognition of any liability. The warranty and liability for third party products delivered by the vendor is limited to the warranty provided for by the third party as mentioned in the license conditions for such products, a copy of which is available to the buyer upon request.

The vendor will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than the vendor or any damages caused by the products and/or services delivered by the vendor which have been modified or maintained by parties other than the vendor.

9. Invoices are payable 30 days after invoice date, unless other terms of payment are specified on the front side of the invoice.

Any amount unpaid at due date will be subject to the interest rate provided in the Law of 2 August 2002 on measures against arrears in business transactions, increased by 7% and rounded up to the next half % with a minimum of 12% per annum.

In the event of non-payment on the due date, the outstanding balance will - after serving notice upon the debtor - be increased by 10% with a minimum of 125,00 euros by way of conventional

and fixed damages even if terms of respite have been granted. This damage clause does not constitute compensation for possible legal collection charges.

Non-payment of an invoice on the due date is cause for immediate claim of all outstanding invoices, expired or not, without consideration for previous terms of payment.

Payment without reservations of part of the invoiced amount constitutes the acceptance of the invoice. Partial payments will be accepted with all due reservations and without any prejudicial acknowledgement. They will be attributed to possible legal costs, subsequently to any interest due, the fixed indemnity and finally the principal amount.

10. All intellectual property rights (including but not limited to copyrights, patent rights, trademarks, trade secrets, methods, procedures, know-how) relating to the products and services provided, or work product developed ("Work Product"), by the vendor will vest in and remain the sole property of the vendor and/or its third party licensor, as applicable. In case of Work Product, unless otherwise specified, the buyer has the right to use such Work Product solely for its own internal use. In case of standard licensed products, the buyer will have the limited user rights specified in the relevant vendor or third party license agreement. The buyer hereby agrees to be bound by such license terms. A copy of these license terms can be obtained upon first request.

11. Application for composition (amicable or judicial), suspension of payment - even if not established officially- or any other fact or event indicating the buyer's insolvency will result in the immediate claim of all outstanding invoices.

12. Without special written authorization signed by an authorized representative of the vendor, agents and/or other representatives do not have the authority to accept payments or to bind the vendor.

13. If the vendor cannot honor the agreement due to force majeure, even if the latter does not lead to permanent and/or full impossibility to execute, the vendor is entitled to cancel the contract by simple written notice to the buyer, mentioning the reason for such cancellation.

In this event, the buyer will under no circumstances be entitled to any indemnity. Are considered events of force majeure: force of nature, strike or lock-out, fire, flood, seizure, embargo, shortage of transportation means, general shortage of raw materials or goods, energy restrictions, regardless whether this force majeure occurs with the vendor or one of his suppliers.

14. The goods delivered to the buyer, even if these are used by the latter, will remain the property of the vendor until the date of full payment. The buyer will not sell the goods nor give them to third parties or use them as collateral for as long as the goods shall remain the vendor's property. Should the goods be sold, the right to the resulting selling price will substitute the goods delivered.

From the effective date of the agreement, the buyer bears the risk for any damages, destruction or disappearance.

15. In case an order is canceled by the buyer, the vendor is entitled to claim, automatically and without further notice a fixed contractual damage equal to 25% of the total order value, without prejudice to its right to claim higher damages if the losses are proven to be higher. For suites and custom-made goods the fixed contractual damage is equal to 50% of the total order value. In case of cancellation of an order within 14 days prior to the anticipated delivery date, the contractual damage will amount to 100 % of the order value.

16. Performance under these conditions will be subject to obtain, where possible, licenses for the export and/or import of products, services and documentation from the country of origin for delivery to the buyer. The buyer shall not, with respect to these products, services and documentation, act contrary to the export and/or import regulations and/or licenses in force.

17. The agreement is executed at the vendor's registered offices. This agreement is governed by Belgian law.

Parties explicitly agree that the United Nations Convention of Contracts for the International Sale of Goods (Vienna Trade Agreement of 11 April 1980) does not apply to their present and future relations.

All disputes and litigations will be the exclusive competence of the Courts in the vendor's court district, except if the vendor prefers the competent Courts in accordance with article 624 of the Judicial Code (Ger. Wb).