

GENERAL PURCHASING CONDITIONS (translation)

1. ORDERS

We will not accept orders made verbally which are not confirmed by a formal purchase order. The suppliers are to return, duly signed for approval, the acknowledgement of receipt.

2. TERM OF DELIVERY

Unless expressly indicated otherwise by us, the delivery dates mentioned on the orders will be understood as the dates of arrival of the goods or materials in our premises and are to be respected.

In the event of non compliance of the delivery terms and by any delay in delivery, we will have the right to claim the following contractual indemnity:

- 5 % of the value of the order per started week of delay in delivery with a maximum of 20 % when this amount is equal or superior of 1250 EURO;
- 3% of the value of the order per started week of delay in delivery with a maximum of 15 % when the amount of the order is superior to 1250 EURO and inferior or equal to 3750 EURO;
- 2% of the value of the order per started week of delay in delivery with a maximum of 10 % when the amount of the order is superior to 3750 EURO and inferior or equal to 7500 EURO;
- 1% of the value of the order per started week of delay in delivery with a maximum of 5 % when the amount of the order is superior to 7500 EURO.

On the other hand, in case of non execution of the delivery either partially or totally within 8 days as from the stipulated delivery dates, we will have the right to cancel the orders or part of the orders not yet executed with 8 days notice by registered letter notwithstanding our right to demand compensation for any and all damages incurred pursuant to the non execution of the orders within the delivery terms.

3. DISPATCH – NOTICE OF DISPATCH

The terms of dispatch will be detailed in our orders.

4. PACKING

Unless as otherwise provided for in the price remittance or on the notice of dispatch, all packing will be considered as lost. Nevertheless if agreed upon writing that packing material will be invoiced, the packing material will be returned to the supplier against a credit note for the value invoiced.

5. PLANS AND DESIGNS

All plans designs and gauges will be returned to us upon delivery of the goods, they remain our sole property and will be neither divulged nor reproduced without our consent.

6. INSURANCE

Unless otherwise agreed upon, the supplier and/or the carrier will take out appropriate insurance, notwithstanding the choice of Incoterms.

7. RECEPTION, ACCEPTATION AND GUARANTEE

Unless as otherwise agreed upon, the reception and acceptance of the goods or materials will take place in our premises.

In case a delivery does not conform with the terms agreed upon in the order, or with the accepted sample, our company shall have the right to return the goods to the supplier at the supplier's charge, notwithstanding our right to sue for damages.

Our suppliers guarantee any and all goods materials and spare-parts supplied against hidden or apparent defects and guarantee their composition, erection and performance.

The suppliers will be solely responsible for any and all costs resulting from any and all necessary changes, reparations and/or replacements of non conforming deliveries.

The suppliers will be responsible and will hold our company harmless against any and all debts, damages, consequential or not, losses or costs of whatever nature incurred pursuant to the use of apparatus, machine parts or patented processes included in the delivery.

8. INVOICES AND PAYMENTS

The invoices will at our option, be payable:

- either within 60 days as from the end of the month of arrival of the goods;
- or cash less 2% discount

9. GENERAL CONDITIONS OF PURCHASE

These conditions of purchase as well as the particular conditions expressed on the order will rule any and all purchases.

Unless accepted in writing by our company, the conditions of sale as provided for on the confirmation order, invoice or other documents emanating from the suppliers will be considered as null and void.

10. JURISDICTION

The laws of Belgium are applicable to all our sales, except for the Vienna Convention on the international sale of goods dated April 11, 1980.

In case of dispute only the Commercial Court of Huy will have jurisdiction.