

GENERAL TERMS OF SALE

1. - SCOPE - FORMATION OF THE CONTRACT

These general terms of sale ("GTS") apply to all products, accessories or services ("Products") sold by the vendor, its agents or its representatives ("Vendor") to the customer ("Customer"). The GTS, and the specific conditions of the Vendor as specified in its order receipt acknowledgement ("ORA"), accompanied where applicable by other documents expressly referred to in the ORA, constitute the agreement between the parties in its entirety. These contractual documents in their entirety cancel and replace all other terms and conditions to the contrary and/or with a different meaning which may have been proposed by the Customer, and all oral and/or written communications between the parties which have not been expressly incorporated into the agreement in place between them. Commitments undertaken between the Vendor and third parties will only be valid if they are the subject of an express written confirmation by the Vendor. Except where otherwise provided, offers, documentation, catalogues and quotations are supplied by the Vendor for information purposes only. The Vendor shall not be bound by any amendment to the terms of the agreement entered into between the parties unless it has provided its express written agreement. Signature by the customer of the ORA sent to the Vendor, or in the absence of a written statement of reservation from the Customer within 3 days of receipt of the ORA, shall be deemed to constitute definitive acceptance by the Customer of the contract. Under no circumstances may the Vendor's failure to exercise a right be considered a waiver of such right. In the event of a sale conducted via an electronic marketplace, the ORA will contain all the specific elements of the Customers' order as accepted by the Vendor. In the event that any clause of the GTS is rendered null in full or in part, inapplicable or illegal, this situation will not affect the validity of the other clauses of these GTS.

2. - **PRICE - PAYMENT TERMS** All prices are calculated based on Products as quantified and measured at the place of dispatch. Unless expressly provided otherwise in the ORA, all prices are net. All taxes, transport, insurance, storage, maintenance, demurrage and other similar costs in connection with the order, will be borne solely by the Customer. Any increase in these costs which becomes effective after the date of the ORA will be borne by the Customer. The payment of invoices, without deduction, will take place within 30 days of Delivery. If the Customer is subject to administration or compulsory liquidation proceedings, the Vendor will not be bound by the payment terms specified above: in this case, the payment must be made in cash, either before dispatch of the Products, or prior to their manufacture. Any failure by the Customer to pay by the due date will entitle the Vendor, without prior formal notice, to receive (i) the payment of late-payment penalties amounting to three times the legal interest rate in force at that time, and a fixed allowance for recovery costs stipulated by decree in the amount of €40 (Art L. 441-6 of the French Commercial Code) applicable from the due date, (ii) the payment of an additional fixed allowance of 10% of the total invoice as compensation may also be requested, notwithstanding any other right of the Vendor. In the event of a delay in payment or execution by the Customer of any of its obligations, or if the Vendor has doubts concerning the Customer's solvency, and if the latter refuses to make a cash payment in advance, or to provide the Vendor upon request with financial guarantees, the Vendor reserves the right to terminate the contract or suspend execution of the part of the contract which has not yet been executed; in addition, due to these same circumstances, the payment of any other sums owed by the Customer will become due immediately, without formal notice, even if these debts have not yet matured. The Vendor reserves the right to allocate all sums received from the Customer equally in the settlement of invoices more than 30 days past due, plus late payment interest and all costs arising from these debts in the following order: costs, interest, invoice amounts. Under no circumstances may the Customer retain the Vendor's payment or issue compensation using any debts owed to it by the Vendor, even in the event of a dispute. In the event of late payment, the Customer may not under any circumstances take any action which could affect the Products, such as the sale or conversion of the Products.

3. - TRANSFER OF RISKS - DELIVERY - DISPATCH - VAT

3.1 Unless otherwise provided in writing, the transfer of the risks to the Customer takes place at the Vendor's factory, before loading of the Products. Where Incoterms are used, the transfer of risks will take place according to the selected Incoterm - last version of Incoterms issued by the CCI - (Delivery). If the Products are not collected by the Customer from the Vendor's premises, the latter may store them at the Customer's expense and risk and, after notifying the Customer of their availability, invoicing them as delivered. In all cases, the Vendor reserves the right to resell and claim compensation for the loss it has suffered.

3.2 Except where otherwise provided in the ORA, Products sold are delivered to their destination, and it is the Vendor's responsibility to determine the means of transport and the carriers and agents used. The Customer is obliged to provide the Vendor, sufficiently in advance to allow it to take all the necessary steps for the dispatch of the Products, with all the necessary information and in particular (a) marking and dispatch instructions, (b) import certificates, documents required to obtain the official permits necessary and any other documents, prior to dispatch, and (c) where applicable the Customer's confirmation that it has arranged the opening or preparation of a letter of credit if required by the Vendor. In the event of failure to supply any of these documents, instructions and/or confirmations likely (at the sole discretion of the Vendor) to incur significant costs or delays, the Vendor may, notwithstanding any other solution, postpone the dispatch date of the Products or terminate the contract. The Customer undertakes to take delivery the Products on the locations and on the date agreed, and should it fail to do so, the delivery, for all purposes, will be deemed to have taken place at these locations and on that date.

3.3 Except where otherwise provided, delivery times do not constitute firm commitments by the Vendor, and delivery delays do not entitle the Customer to any potential compensation for losses it may have suffered as a result. Delivery delays may only give the Customer the right to cancel the orders concerning Products which are not yet in the process of manufacture, but only after a formal written notice by the Customer granting a reasonable additional delivery time to the Vendor. Notwithstanding the provisions of Article 5 below, in the event that delivery times do constitute a firm commitment by the Vendor, the Customer will be entitled to compensation provided that the Vendor has been fully informed in writing, at the time of conclusion of the contract, of potential damages arising from a late delivery, accompanied by a detailed assessment of the elements which constitute said loss. In any event, in the case of production delays on the part of the Vendor, the latter will be entitled to make successive partial deliveries.

4. - COMPLIANCE - INSPECTION

All deliveries are subject to the generally accepted tolerances in terms of dimensions and weight. As soon as delivered, the Products are inspected by the Customer [on site] to check the quantity, weight, length and width indicated on the ORA. Any visible defects or damages to the Products must be indicated by the Customer during the inspection. In the absence of an inspection of the Products by the Customer, or in the absence of a written statement of reservation sent to the Vendor within 3 days of the delivery, and before any subsequent conversion of the Products takes place, the Products will be automatically considered as having been accepted by the Customer upon delivery. The Vendor will not accept any claims in connection with faults, defects or non-conformities in relation to the terms of the ORA, which could have been noted during an inspection if one has taken place.

5. - SITE - PACKAGING

During receipt of the Products at a site, any downtime for transport vehicles will be at the expense of the Customer. The transport, storage, installation and maintenance of the Products will be exclusively at the expense of the Customer, who must strictly comply with the recommendations and documentation (brochures, catalogues, websites, labelling on the Products, etc.) of the Vendor and ensure that these recommendations are communicated to its own customers.

In the event that, during their application, faults are detected in the Products, the Customer must inform the Vendor immediately and promptly halt their application.

The Customer may not charge the Vendor with any costs incurred in relation to destruction, recycling, storage of packaging or site waste.

6. - LIABILITY - CLAIMS

The Vendor guarantees that the Products delivered meet the specifications appearing in the ORA. The Customer will provide the Vendor with all the necessary information (a) for the specific development of these specifications and (b) relating to the conversion and/or final use of the Products. The Customer recognises that the Vendor's obligation to comply is fulfilled in its entirety when the Products meet these specifications at the time of Delivery. Any technical advice provided by the Vendor, orally, in writing or through tests, before and/or during the use of the Products, is provided in good faith but without guarantee on the part of the Vendor. The advice of the Vendor will not release the Customer in any way from its obligation to verify the suitability of the Products sold to the conversions and uses for which they are intended. The Customer is solely responsible for the use and conversion of the Products. Any claims by the Customer concerning defects which were not detectable upon delivery will be communicated to the Vendor by registered letter with acknowledgement of receipt, as soon as they are detected and no later than 6 months after Delivery (with the obligation for the Customer to closely inspect the Products during this period). In any event, the Customer (i) must make every effort to minimise its loss, (ii) may not delay the payment of any invoice due. If the Products are found to be defective by the Vendor, it will be required, at its own discretion, (i) to replace or reimburse the Products, or (ii) if the price has not yet been paid by the Customer, to reduce the price or cancel the contract. The Vendor may not under any circumstances be held responsible for any damages such as losses due to the conversion of the Products, production losses, operating losses or any other direct or indirect losses or damages suffered by the Customer or by any other person. The Vendor will only be liable for damages caused by its own gross negligence or wilful misconduct duly proven by the Customer; in any case, the Vendor's liability will be limited to the invoiced value of the defective or damaged Products. Defects in appearance or aesthetic defects, and products referred to as second choice, innovations or trials, are only guaranteed where the Products have been the subject of a specific guarantee by the Vendor and under the conditions it has defined.

7. - RETENTION OF OWNERSHIP

The Products delivered remain the property of the Vendor until the fulfilment by the Customer of its payment obligations as described above in their entirety. As a result:

a) In the event of conversion, association and/or incorporation of the Products [by the Customer] with other products it owns, the Vendor will become the sole proprietor of the new products. In the event of conversion, association and/or incorporation of the Products [by the Customer] with other products belonging to other suppliers, the Vendor will acquire a co-ownership right over the total value of the new products with other suppliers. In this case, the Vendor's ownership is calculated based on the invoiced value of the Products compared to the invoiced value of all the products used to manufacture the new products.

b) The Customer is exclusively authorised to resell the Products in the normal course of its activities, provided that it has fulfilled all of its contractual obligations and it retains ownership of said Products during the resale; the use of the Products for the execution of contracts of any nature will be considered a resale, including service and business contracts.

c) Any Customer receivables arising from the resale of the Products are automatically assigned to the Vendor as a guarantee. The Customer is entitled to receivables from the resale, unless the Vendor cancels the direct debit authorisation in the event of doubts regarding the Customer's solvency and/or financial credibility, or if the Client is in default with its payments. In the event of withdrawal of the direct debit authorisation by the Vendor, the Customer is required (i) to inform its customers immediately of the assignment of receivables to the Vendor and of the fact that the Vendor is the owner of the Products, (ii) and to provide to the Vendor all information and documents necessary to establish the Vendors rights in relation to third parties. The Customer must inform the Vendor immediately of any preventive seizure or other interference to the Products by third parties. If the total value of the existing guarantees exceeds the total amount invoiced to the Customer by more than 20%, the Vendor is required, upon request by the Customer, to release the Products chosen by the Vendor.

d) The Customer is solely responsible, and will assume all the risks and costs incurred in the unloading, appropriate handling and suitable storage of the Products and/or new products as described in point a). Moreover, the Customer undertakes (i) to take out an all risks insurance policy, at its own expense, covering damages and/or theft of all or some of the Products and/or of the new products and (ii) to provide the Vendor, upon request, with an insurance certificate and proof of payment of the corresponding insurance premiums.

8. - FORCE MAJEURE

The Vendor is not responsible for cases of force majeure which affect, in particular, the manufacture, dispatch and delivery of the Products. Cases of force majeure include production delays or interruptions resulting entirely or partly from a war (declared or undeclared), strikes, industrial conflicts, riots, accidents, fires, floods, natural disasters, transport delays, material shortages, tool breakdowns, laws, regulations, or decrees, or any other cause outside the control of the Vendor which would render the execution of its contractual obligations impracticable. Under such circumstances, the Vendor will be given a reasonable additional period of time for the execution of its obligations. It may distribute its production amongst its customers as its deems fair. This provision applies reciprocally to the Customer. Notification must be provided to the other party of any event of force majeure within 3 days of its occurrence.

9. - LANGUAGE, COMPETENT COURTS AND APPLICABLE LAW

These GTS exist in English, German, Dutch, Italian and Spanish. A copy of these GTS in any of these languages may be obtained upon request.

In the event of a sale within a country, disputes will be brought exclusively before the courts of the capital of the country concerned or to the headquarters of the Vendor.

In the event of an international sale, the Courts of Brussels shall have exclusive jurisdiction for any dispute which may arise in connection with this contract. The Vendor does however reserve the right to bring any dispute in which it is in opposition with the Customer before the Courts of the Customer's domicile; Belgian law is the sole law applicable to disputes which may arise between the Vendor and the Customer. However, any dispute concerning the retention of ownership clause will be subject to the law of the forum applicable to the Customer.