

Article 1 : Applicability

The present general purchasing terms and conditions apply to all orders of goods or services by the client, insofar as such orders contain no express variation.

Article 2 : Acceptance of the order

Failing written notice of refusal within 5 business days of the sending of the order, and in any event in case of performance of the order, the supplier is deemed to have accepted the order. In case of acceptance of the order, the order will be deemed effective on the date of sending. By accepting the order, the supplier renounces to his general terms and conditions of sale, even if the acceptance of the order refers to such terms and conditions. If the supplier accepts the order subject to remarks or reserves, the client shall no longer be bound by its order.

Article 3 : Supply of goods or services

The supplier shall only supply goods or services which are free of any apparent and/or hidden defects, strictly in accordance with the order, the applicable legislation, the state of the art, good workmanship, the state of technique and the normal requirements as to usability, reliability, life cycle and the purpose which the supplier knows or at least should know. The client cannot be deemed to have accepted apparent defects unless, in case of the supply of goods, he has failed to notify such defects to the supplier within 10 business days following the delivery, or, in case of the supply of goods or services subject to an acceptance procedure, he has agreed with such acceptance after having been invited by the supplier to do so. Without prejudice to more stringent imperative provisions, the supplier shall at its own cost, at the option of the client, repair or replace all defects, shortcomings and non-conformities in goods or services, remarked within 24 months as from the first firing or first operational use respectively the execution, and shall indemnify for all damages resulting there from. The repair or replacement includes disassembling, transport, repair, replacement, installation assembling, testing and putting into operational use. In case of repair or replacement, a new term shall commence as from the first firing or first operational use, respectively the execution. In case of urgency, the client has the right to proceed himself to repair or replacement, without prejudice to the aforementioned obligations of the supplier. The agreed terms for delivery run as from the effectiveness of the order. These terms are imperative. In case of non-compliance with an agreed term, the client shall have the right to receive a lump sum indemnity amounting to 10% of the value of the order or to terminate the agreement, without prejudice to his right to claim indemnity for the damages thus caused.

Article 4 : Transfer of title and risk

The title and risk of damage or loss are transferred to the client upon delivery, unless delivery is subject to an acceptance procedure, in which case title and risk will only be transferred upon acceptance.

Article 5 : Price – payment

The prices or hourly rates include all costs, taxes, charges, contributions and retributions applicable to the supply of goods and services, with exception of VAT. Insofar as the supplier will have complied with his obligations, invoices will be paid at the latest 30 days after the end of the month of their receipt, by bank transfer to the account number designated to this end by the supplier. Late payment charges shall not be superior to the legal interest rate referred to in article 1907 of the Belgian Civil Code and shall only be due if client, after a notice of default sent by registered letter, fails, without providing any justification, to settle the invoice. Any indemnity for collection costs, if applicable, shall be limited to a maximum of EUR 200.

Article 6 : Subcontracting – Assignment

The supplier may not subcontract part or all of the order to third parties, unless the client, after having been noticed in advance, has not expressed any objection. Such subcontracting is entirely at the risk of the supplier and shall in no way limit his obligations and he shall ensure the respect of such

obligations by such third parties. The supplier may not assign his rights and obligations arising in connection with the order to any third party without the approval of the client. The client is free to assign some or all of its rights and obligations arising in connection with the order, to an affiliated enterprise.

Article 7 : Intellectual property

The client shall have a free right of use without charge of all intellectual property rights existing in connection with the goods or services. The supplier shall hold the client harmless against all claims of third parties pursuant to breaches of intellectual property rights, relating to the goods or services. The supplier shall be liable towards the client for all damages resulting from such breaches, including costs of legal assistance. Furthermore, the supplier shall, at its own cost, adapt the goods and services or replace them by equivalent goods and services.

Article 8 : Confidentiality

All commercial and technical information disclosed by the client to the supplier or which the supplier becomes aware of in connection with the performance of the order, shall remain the exclusive property of the client. The supplier shall not use such information for any other purpose than the order and shall return it to the client after performance of the order. The supplier commits to keep such information strictly confidential until two years after the expiry or resolution of the agreement, to disclose it only to employees who need to know for the performance of the order and who are bound to treat such information as confidential. The supplier shall not disclose such information to third parties without the written approval of the client.

Article 9 : Liability – Insurance

The supplier is liable to the client, for all damages of any nature whatsoever, suffered by the client pursuant to the non-respect of any of his obligations. The supplier shall hold the client fully harmless against any third party claims in this respect. Without prejudice to more stringent imperative provisions, the supplier subscribes to an insurance policy “Civil Liability Exploitation” covering the financial consequences of its civil liability towards third parties for all damages of any nature whatsoever, providing a cover of at least EUR 1 million per occurrence. Such insurance policies must be in force prior to or at the moment of delivery, remain in force without interruption until at least six months thereafter and must contain a waiver of recourse in favour of the client.

Article 10 : Term – Suspension – Termination

If no term is stipulated in the order, the order of successive supplies of goods or services shall be deemed to be entered into for an indefinite term, each party having the right to terminate the order on its anniversary date, by giving notice to the other party at least one month before. The client has the right to suspend the performance of the agreement, or to unilaterally and de iure terminate the order indemnifying for the reasonable costs resulting directly from such suspension or termination. The client shall not be under an obligation to indemnify if the suspension or termination is a consequence of breach by the supplier of any of his obligations, of the insolvency, dissolution or attachment of assets of the supplier, without prejudice to the client's right to be indemnified for the damages caused as a result thereof. The client shall not be under an obligation to indemnify if the suspension or termination is a consequence of force majeure.

Article 11 : Applicable law – Jurisdiction

The law of Belgium, with exception of the rules resulting from the Vienna Sale Treaty shall be applicable. The courts of the jurisdictional district of Brussels shall have exclusive competence for any dispute arising in connection with the order. However, the client has the right to summon the supplier before the courts of its registered office.