

## GENERAL CONDITIONS OF SALE DME EUROPE

### 1. CONCLUSION OF CONTRACT - APPLICATION

The contract is validly entered into and the order is accepted after written confirmation by seller. These sales conditions apply to the exclusion of any other terms or conditions, unless expressly accepted in writing beforehand by the vendor.

Seller has 30 (thirty) days since the reception of the order to accept or to refuse it. During this period, buyer shall not withdraw his order.

Absence of any written confirmation of the order shall only be interpreted as being an implicit acceptance in case of performance of the order by seller.

### 2. PAYMENT

Unless otherwise agreed in writing, invoices are payable in the stated currency within 30 (thirty) days after invoice date to the bank designated by seller. Transfer charges are for account of buyer.

If buyer does not pay within this term, seller shall automatically have ipso jure and without any prior formal notice, the right to charge legal interest plus 2 % from due date of the invoice. Moreover, in case of late payment, a fixed indemnity corresponding to 10 % of the payable amount shall automatically be due from the first day following the due date, without prejudice to seller's right to prove higher damage and ask for corresponding indemnity. Should payment be in foreign currency, seller has the right to adapt the foreign currency in case of depreciation of this foreign currency in regard of the euro.

Should payment of the delivered goods be in instalments, the non-payment of one of the instalments gives seller the right to terminate the contract. The payments, which were done until then, shall remain property of seller as indemnity, without prejudice to the right to claim further damages or to the right to require the performance of the contract.

Payment of advance shall not give buyer the right to terminate the contract upon reimbursement of the paid advance. If payment is done by bill of exchange or check, payment is deemed satisfied only when the bill of exchange or the check is honoured.

Place of payment is always Mechelen even if payment is done with bill of exchange.

### 3. RETENTION OF TITLE

Delivered goods remain property of seller until full payment has been received by seller. The sale of an unpaid item by buyer to a third party results in automatic assignment of the debt due by the third party to buyer, inclusively the retention of title, to seller. Seller has then the authority to take any necessary means in order to validly assign towards the third party. Seller may retake unpaid goods at any time and he may inform any client and/or any subcontractor of buyer about the fact that seller is and remains the only owner of the concerned goods until full payment.

The purchaser undertakes to carefully keep the goods that have not been paid for, and undertakes not to pledge them or use them in any other way as a guarantee or security. The purchaser shall inform third parties who may apply any security rights over his assets (such as, but not limited to, the lessor of the premises occupied by the purchaser) that the products are and shall remain the property of the vendor until full payment of all sums owed by the purchaser to the vendor, and in the event of an attachment

or other measures taken by third parties that apply to products for which full payment has not yet been made the purchaser undertakes to immediately inform the vendor of this to enable him to apply his rights.

### 4. RISKS

Notwithstanding the preceding provisions, the risk transfers to buyer as soon as he has the goods at his disposal.

### 5. DISPATCHING OF INSIGNIFICANT VALUE

Each dispatch of less than € 50 will be increased with transport costs and may, at seller's option, be sent cash on delivery (COD).

### 6. PRICE OFFERS AND PRICE LISTS

Price offers and price lists are without obligation and are subject to change without any previous notice.

Any information released by seller is delivered in good faith and seller shall not be responsible for the choice of material and goods.

### 7. PRICE AND DISPATCHING

All prices are ex works and in €, unless otherwise indicated, transportation, duties and taxes for account of buyer, unless seller's previous and express written specification to the contrary. Seller shall send goods by the fastest and most economic way at the risks of buyer. Goods may be insured by seller at buyer's option, the insurance premiums are for buyer. Seller is not responsible for the choice of packing.

### 8. DELIVERY

Date of delivery is the date when the goods are ready for inspection at the indicated place. Place of origin is Mechelen, Belgium, or any other place indicated by seller. Seller is not responsible for any late delivery, except those delays due to his own fault or gross negligence.

### 9. RETURNING OF GOODS

No goods can be returned without seller's previous, express and written consent. If buyer commits an error in ordering, the retaking of goods is possible only for inventory standard items. Goods must be returned within 15 (fifteen) days after invoice date and all goods must be in original conditions, all costs of transport are for buyer, as well as insurance and repacking costs. Special-order goods, marked or used items are non-returnable.

### 10. DEFECTS

Seller warrants defects in material and/or workmanship. Warranty is limited to the replacement or repair, at seller's option, of any merchandise found defective during 1 month. This warranty does not include defects due to buyer's fault or to abnormal use, bad maintenance, imperfect installation, buyer's inadequate repair, unforeseeable circumstances or in case changes were brought to material without previous and express written approval of seller.

Notice of conspicuous defects must be given to seller by registered letter sent within 10 (ten) working days following date of delivery.

Notice of hidden defects must be given to seller by registered letter with in 10 (ten) working days after date of discovery, and in any case, within a 10-month term following date of delivery.

Seller is not responsible for any damage and in particular salary and material costs, losses, loss of profit or loss of a chance incurred by buyer, unless it is demonstrated that defect is due to seller's gross or intentional fault. If seller is responsible for defect, seller has the right either to terminate the contract and to pay back all the invoiced prices or to replace the delivered product within a reasonable term. If goods for repair must be transported, costs and risks of this transport are for buyer.

In case seller is responsible for any damage, this will be limited to the foreseeable damage with a maximum amount corresponding to the amount of the product's invoiced price.

Should a third party lodge a claim against seller to obtain payment of an indemnity for a damage for which seller is not responsible in accordance with the present conditions or for a higher amount than the one seller is responsible for, buyer will warrant seller against those claims.

### 11. DESCRIPTION

Only product descriptions used in seller's latest literature and correspondence with buyer, are binding for description of goods.

Buyer is responsible for using items in conformity with all regulations, including but not limited to, the safety regulations in force at the place of use.

### 12. SPECIFIC ORDERS

For the performance of a special work, the project signed by buyer is binding to the extent it has been accepted by seller.

For the performance of such work, special conditions may be required. In case of any inconsistency between general conditions and special conditions, the special conditions shall apply. Should special conditions be unclear, they shall be interpreted in light of the general conditions.

### 13. ACT OF GOD

Seller shall not pay any damage for non-performance or late performance of his undertakings due to Act of God. Act of God includes in particular and without being limited thereto, strike, lock-out, and the non-performance by seller's suppliers of their undertakings.

### 14. VALIDITY AND INDIVIDUAL CLAUSES

If one or more provisions of these present general conditions are held to be invalid, the remaining provisions will continue to be valid and enforceable, and parties will agree upon other provisions having an economic effect that corresponds closest to the economic effect of the invalid provision(s).

### 15. WAIVER

In case seller does not exercise one of his rights in accordance with the present conditions, this shall not be interpreted as a waiver of these rights.

### 16. APPLICABLE LAW – COMPETENT COURTS

This sales contract will be governed by Belgian law. The competent court is the Commercial Court of Mechelen, without prejudice to seller's right to introduce the case before another competent court.