

GENERAL TERMS AND CONDITIONS

The following terms and conditions for sales and payment apply, unless formal departures there from are indicated in the sales agreement itself.

01. Sale offers are without obligation. They only apply to these general terms and conditions with a written confirmation signed by one of the vendor's directors, under derogations provided for in the confirmation. The same applies to orders made to our representatives.

02. If the legal status of the buyer changes after placing an order and before delivery is made, such as incompetence, failure, request for concordat, protest of a bill of exchange, even if this has been drawn by a third party, or death, the vendor has the right to suspend or to cancel the order(s), if no sufficient guarantees are given within fifteen days after a request not only for security concerning the payment of the order(s) that has(ve) been placed and not executed as yet, but also for security for all outstanding invoices for orders already filled, whether or not they refer to the same agreement, this even if bills were accepted. The same applies to serious delay in payment of amounts owed under other contracts.

03. Terms and conditions of payment: Cash when leaving our premises. If no payment is demanded, then the invoice is payable within fifteen days after invoicing, ipso jure 10% interest will be charged on the amount that is not paid by the due date, without any notice of default being required. This interest is owed even if the extracts of the invoices that are sent do not mention it. In the event of partial or complete non-payment of the amount owed on the due date without sound reasons, after notice of default has not yielded any result, the amount owed on the due date will be increased by 12%, with a minimum of 50 Euro and a maximum of 1.500 Euro even if delay in payment has been granted. This clause is also valid if bills have been drawn. The possible issue of bills on the buyer is only valid as a departure from the due date, up to the amount of the principal per bill. Nor does this issue substitute one debt for another nor does it constitute a derogation from the place of payment. In the instances mentioned in the preceding article – with the exception of death – all amounts still owed in connection with this sale and whether or not represented by bills are payable immediately. The discount charges will be charged to the buyer.

04. All disputes fall solely under the competence of the courts of the Kortrijk District. The vendor reserves the right to initiate proceedings on any dispute whatsoever to any other court whatsoever, authorized by law. All this is confirmed in the agreement signed by the parties. Each agreement is deemed as signed the moment the vendor confirms the order as correct.

05. The delivery schedule indicated in the agreement is only approximate. If delivery is not made on time, the buyer must give the vendor notice of default and give us a reasonable time for delivery. No damages caused by late delivery can be claimed. In the event of decrease in or complete stoppage of production, caused by force majeure, the vendor reserves the right to delay or suspend the fulfilment of the agreement concluded, and will not be liable because of delay in delivery. Instances of force majeure include the following: every stoppage of or decrease in production caused by strikes, mechanical defects, collapse of the buildings, flooding, contagious disease, shortage of transportation equipment, lock-out, captains' strikes, war and all operational accidents. This list is not exhaustive.

06. The goods will be considered to be delivered and accepted by the buyer the moment they leave the vendor's premises. They are shipped solely at the risk of the buyer, even in the event of a FOB sale, except if the buyer resorts to a possible third party for transport. The buyer has the right to be present at our production facility when the goods leave our premises, provided prior notice of this has been given on time. No claim can be made after the goods have left the premises because of non-conformity or because of visible defects. Even if special provisions stipulate that legal delivery first takes place at the destination address, the buyer must report non-conformity and visible defects to the vendor by registered letter within five working days after delivery to the destination address.

The dimensions and measures of capacity specified on the drawings, sale offers and price confirmations of the vendor, are in good approximation and can cause technical explainable variation. A tolerance in plus/min of 3% regarding to the dimensions and measures of capacity can never cause

any indemnity compensation or refuse of the material, unless there's an explicit and written agreement with the buyer.

If hidden defects are discovered after delivery, the buyer must refrain from all use and (or) manipulation, give immediate notice of default to the vendor by registered letter, and, finally, must, on penalty of forfeiture, lodge a legal claim for the discovered defect within a month following the discovery of the defect. The obligation by the vendor to indemnify because of hidden defects is limited to the repair of the defect or the replacement of the defective part: time and other costs connected to the repair are to be charged to the buyer, whereas the buyer waives his right to compensation for whatever damage, either direct or indirect. The warranty obligation lapses entirely if the buyer has the defect repaired or the defective part replaced by a third party. The vendor also has no warranty obligation in respect of undetectable defects. A defect is undetectable if the state of scientific and technical knowledge at the time the product is brought on the market does not make it possible for the defect to be detected.

Damage to third parties, both physical and material, falls outside the contractual responsibilities of the vendor.

07. The transporters or mechanics placed at the disposal of the clients, either for instruction, final adjustments or repair of their vehicles off our premises, are considered as hired by these clients, who are completely responsible for possible accidents and for damage caused either to third parties or vehicles, travelling representatives or the transporters and/or mechanics themselves during the instruction, repair or testing. To that end, the clients may forbid potentially dangerous actions by the transporters and mechanics placed at their disposal.

08. When sold, the material remains, unless agreed otherwise, the property of the vendor until complete payment has been received. If there is no response to a demand for payment by registered letter, the vendor may repossess the material within ten days after posting the letter. In the event of a hire-purchase, the terms of the financing agreement have priority. The buyer is expressly forbidden to pledge the goods bought or to dispose of them in any other way before complete payment has been made.

09. All other complaints that do not fall under non-conformity, visible or invisible hidden defects, must, on penalty of forfeiture, be reported in a reasoned way by registered letter to the vendor within eight days following the date on which the invoice was posted.

10. If the buyer does not pick up the material sold, the vendor will give the buyer notice of default by registered letter to pick up the goods within a maximum of 10 days after posting the registered letter. The vendor then has the choice either to claim that the agreement be carried out or to view the sales agreement as broken at the expense of the buyer and to claim compensation for damages at 20% of the purchase price (art. 1152 Belgian Civil Code).

11. If the sales agreement allows for a acquisition of a second-hand vehicle still in use, this must be delivered by the buyer in a normal state of use at the time of delivery. Failing that, the acquisition can be refused and this refusal will have no influence on the turnover of the material sold.

12. The buyer declares that he has read these terms and conditions and accepts them expressly without reservation.

13. Belgian law or the Vienna Sales Convention of 11 March 1980 applies to everything that is not expressly stipulated otherwise under the General Terms and Conditions agreed upon. All this is confirmed in the agreement signed by the parties. Each agreement is deemed as signed the moment the vendor confirms the order as correct.