

General Terms & Conditions of sale

1. Unless otherwise agreed upon in written, any offer and any (also future) agreement is ruled by these Conditions, which form an integral part thereof and which take legal preference to the Conditions of Purchase of the Client. Any departure from or modification of these Conditions can only be raised against us provided we have granted our consent thereto in writing.
2. Prices, brochures, catalogues or proposals, are free of obligations and noncommittal on our part. An agreement will only be effected after confirmation of the order by us. In case orders are carried out without our prior written agreement as to the price, the price of the day of delivery will be charged.
3. Delivery times as mentioned in the Special Conditions are indicative only and are by no means strictly committal. If, in the event of delay, it is not really unreasonable and solely due to us, this will not cause the annulment of the agreement and/or any compensation to be due. Any modification of the order automatically implies that the assumed and probable delivery times may be reasonably longer. Any delay in the payment of advances will be added to the delivery time.
4. The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security. Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto. In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.
5. Goods and materials ordered are always delivered ex factory/warehouse and are accepted at the place of delivery. The risk of transport is carried by the Client, even when it has been agreed that we will take care of transport. It is the Clients' duty to ensure that all necessary precautions have been taken and all conditions have been met at the site of delivery so that delivery can take place in the precise circumstances, without us having to check this prior to delivery. All damage caused because the above has not been complied with, remains solely the responsibility of the Client.
6. If the Client refuses to accept delivery or makes it impossible for us to carry out the delivery, the agreement will be considered to be legally annulled to his disadvantage, and a compensation will be due -taking into account the actual damage- of a minimum fixed amount of 25% of the total and which is increased to 65% in the case of made-to-measure goods or, exclusive of VAT; the task of justifying the higher fixed amount claimed, rests with us. Where partial delivery has already taken place before

the Client refuses to accept any further delivery or makes it impossible for us to carry out further delivery, we can opt for invoicing the Client for the part of the delivery which has been carried out, on condition that we notify the Client by registered mail, and for the legal cancellation of the agreement to the disadvantage of the Client concerning that part of the delivery which has not been carried out. In this case the Client owes us compensation of the minimum fixed amount of 25% of the total - increased up to 65% in the case of made-to-measure goods - exclusive of VAT, of the part of the agreement which has not been carried out; the task of justifying the higher fixed amount claimed, rests with us.

7. The price can be legally increased with any applicable government taxes and levies, as they are due on the day of delivery.
8. All invoices must be paid at our main office at the time of delivery, in cash and without reduction. In case of delayed payment, a legal and conventional interest of 1% per month or part of a month will be charged, without any proof of default being necessary, from the due date. The interest due by the Client will be capitalized per annum, on condition of notice of proof of default thereto by registered mail. If payment by instalments has been agreed in the Special Conditions, the remainder will become legally due and increased with any interest and compensation, at the time when one of the instalments is not paid or is paid too late.
9. In case the amount outstanding is not paid on its due date, and after notice of proof of default by registered mail, any amount due will be legally increased by 12%, with a minimum of 123,95 euro and a maximum of 1859,20 euro by way of conventional compensation, as a fixed compensation caused by extra-legal costs incurred. This compensation is subject to the same legal and conventional interest of 1% per month or part of a month, on condition of notice of proof of default by registered mail.
10. The unconditional payment of part of the amount invoiced will be considered as the acceptance of our invoice. Payments on account will always be accepted with all reservations and without adverse recognition, and will be attributed by preference to any legal costs incurred, secondly on interest due, thirdly on the amount of the loss and finally on the total price.
11. Any person signing the contract for the Client is bound jointly and severally with the Client with regard to us.
12. In case of non-payment on the due date, and after notice of proof of default by registered mail, we can, at all times, opt for the legal cancellation of the contract at cost to the Client, on condition that we notify him thereof by registered mail. In such case we will retrieve the goods from where they are kept, and the Client is legally bound to pay a compensation of a minimum fixed price of 25% of the total - increased up to 65% in the case of made-to-measure goods - exclusive of VAT; the task of justifying the higher fixed amount claimed, rests with us.
13. Also, in case of non-payment by the due date, we reserve the right to cancel any outstanding orders and delivery thereof, which we will notify the Client of by registered mail. In case of annulment, the Client is legally bound to pay a compensation of a minimum fixed price of 25% of the total - increased up to 65% in the case of made-to-measure goods - exclusive of VAT; the task of justifying the higher fixed amount claimed, rests with us. Moreover, in such circumstances, all outstanding amounts to be paid by the Client will be legally called in, without proof of default being required.

14. We have the right to retain any goods of the Client which are still in our possession, to the amount of money owed to us.
15. In case objective elements (such as a disputed bill of exchange, cancellation of credit, attachment or seizure, outstanding debts, etc.) point to cash flow problems with the Client, we have the right to couple the implementation of our agreements to the receipt of sufficient guarantees, otherwise all outstanding amounts to be paid by the Client will be legally called in, without proof of default being required.
16. Insofar as receipt of the delivery has not been expressly confirmed, complaints regarding its conformity must be notified and justified, under penalty of annulment, by registered mail within three days after delivery and before use, treatment, processing or sale of the goods. The Client accepts the standard tolerances of the industry. Complaints regarding our invoice must be notified and justified, under penalty of annulment, within eight days after the date of the invoice and by registered mail.
17. The amounts owed to us by the Client cannot by any means, except by our written agreement thereto, be offset against any amounts the Client may claim we owe him. Neither can the Client use any of these claims against us in order to delay or cancel payment of any outstanding amounts he owes us.
18. In order for the Client to claim indemnity for hidden defects, he must comply with all legal stipulations thereto. It is assumed that we have no responsibility for or knowledge of any hidden defects. It is customary to consider the short period of time which is mentioned in art. 1648 of Belgian Civil Law as that of 6 months, from the day of delivery, and that any claim for indemnity for hidden defects becomes invalid from the moment the goods delivered are processed, modified, repaired by the Client or by third parties, or of the sale of these goods. The Client cannot claim any indemnity for hidden defects in order to delay or cancel payment of any amounts outstanding. We have guaranteed our goods and services only with the Client personally. If he consequently transfers these delivered goods and services to third parties, they in turn cannot lay any claim against us on the basis of that guarantee.
19. Our responsibility with respect to the Client is, for any reason whatsoever, strictly limited to direct and foreseeable damage to the goods themselves, excluding any damage due to usage or processing, and up to the maximum of the invoiced amounts for the delivery or the part of the delivery concerned by the complaint, which means the purchase price in case of salescontract, or the value added in case of contracting. Where this maximum amount would be exceeded, the Client indemnifies us against all claims by third parties with regard to deliveries carried out.
20. In case of "foreign cause" (art. 1147 of Belgian Civil Law), even when this does not lead to a permanent and/or complete impossibility to carry out the agreement, we have the right, by law, to postpone or to cancel our commitments unilaterally, after giving prior notice thereof to the Client. Therefor we cannot be held, for whatever reason, to pay compensation. Examples of conventional "foreign causes" are, amongst others: war, a strike or lock-out, extreme shortage of raw materials, manpower or goods, weather conditions, fire, natural and/or other disasters, lack of transport, government decisions which influence the carrying out of agreements; these "foreign causes" may be applied both to us as our suppliers.
21. The Client acknowledges to be aware of this agreement and all its written and printed stipulations. He accepts that these documents form the integral text of the agreement between both parties, and that they replace all previous oral and written proposals to an agreement and/or documents drawn up by him, as well as all other

communications between the parties with regard to this agreement. In case it should appear that one or more conditions cannot be invoked partially or wholly against the Client, all other conditions will remain in force without being affected at all.

22. In case of dispute, only the Belgian Justice of the Peace of Menen and the County Courts of the judicial Kortrijk district can rule *ratione loci*, save if we prefer the competent Courts as mentioned in article 624 of Belgian Judicial Law. The Client can only summon us before the Courts of Justice in the place of our registered office. This clause of competence is also applicable in case of emergency (e.g. for summary proceedings). The use of bills of exchange does not imply any renewal of debt and therefor does not cause any modification of competence or of any other stipulation of these Conditions. Any agreement is ruled by Belgian Law.
23. In the event of a dispute concerning the interpretation of these general terms and conditions, the Dutch text always prevails.