

GENERAL TERMS AND CONDITIONS

1. Acceptance of the General Terms and Conditions

- 1.1 The supplied goods and/or performed services shall only be sold, leased and/or delivered, subject to the customer's acceptance of our general terms and conditions, as set out below.
- 1.2 Signature of an order form or instruction letter or the placement of an order (by letter, fax, e-mail or even telephonically) shall necessarily mean acceptance of our general terms and conditions.
- 1.3 In the event no order form is drawn up, accepting receipt of the goods and/or services shall imply the customer agrees with our general terms and conditions.

2. Quotations

- 2.1 Quotations are based on the prevailing cost of salaries and materials at the time the quotation is made. If the cost of salaries, materials or other items alters as a result of fluctuations in raw material prices, interest rate adjustments or changes to the performed services, after the order but before delivery, the public limited company BECONA NV reserves the right to proportionally adjust its prices.
- 2.2 The quotation shall only apply to the order referred to therein.
- 2.3 In the event of combined quotations, there shall be no obligation to deliver a portion of the order at the corresponding portion of the total price.
- 2.4 The customer shall be liable for all taxes and levies of any nature and V.A.T.

3. Orders

- 3.1 If BECONA NV learns of events after conformation of the order but before or during delivery which place the agreed arrangements in doubt, it shall be entitled to call for advance payment or security to be furnished or, if necessary, to terminate the agreement without any right to compensation by the customer. Article 11.2 shall apply.
- 3.2 Where the customer is to arrange for his/its own collection of the order, the order shall be regarded as automatically cancelled by operation of law at the customer's expense if it is not collected within 30 calendar days after notice that the goods are ready for collection. The customer shall then be obliged to pay the compensation provided for in Article 4.1.

4. Cancellation

- 4.1 The customer shall be liable in each case of cancellation of the order/instruction to pay compensation estimated at a fixed amount of 30% of the value of the order, subject to a minimum of EUR 500.00, notwithstanding BECONA NV's right to prove and claim further damage.
- 4.2 The customer shall further be liable to compensate work already completed at EUR 75.00 per hour and kilometres at EUR 0.90 per km in the event of early termination or an inability to complete the instruction due to the customer's negligence or error. These rates exclude V.A.T.

5. Delivery/Execution

- 5.1 Unless expressly agreed otherwise, the deadlines for delivery and execution are indicative in nature and not binding upon BECONA NV. The customer cannot claim damages provided delivery/execution take place within a reasonable period.
- 5.2 The customer undertakes to provide all necessary and useful information required for the execution of its instruction to BECONA NV.
- 5.3 Complaints regarding delivery/execution must be submitted within 24 hours of delivery/execution in writing and by registered post to BECONA NV and in every respect before any use, alterations or repairs take place, under penalty of all claims lapsing.
- 5.4 BECONA NV reserves the right not to supply goods and/or services until all prior and overdue invoices have been paid in full.

6. Force Majeure

BECONA NV reserves the right when it or one of its suppliers is unable to perform the agreement because of, inter alia, an Act of God, machine breakdown, strike, lock-out, bankruptcy, intervention by the authorities, etc., to terminate the agreement or to suspend or shorten its performance, without the customer being entitled to claim any compensation from BECONA NV for this purpose.

7. Payments

- 7.1 All invoices are payable in cash, unless expressly agreed otherwise.
- 7.2 In the event of non-payment on the due date or late payment of invoices, conventional interest shall be due by operation of law and without any notice of default, as from the due date, at the interest rate provided for in the Act of 2 August 2002 plus 2% per year.

- 7.3 Fixed compensation shall also be due by operation of law and without any notice of default in the event of non-payment on the due date or late payment of invoices, calculated at 10% of the invoice amount (subject to a minimum of EUR 125.00 and a maximum of EUR 10,000.00 per invoice) as a penalty, notwithstanding BECONA NV's right to prove and claim further damage.
- 7.4 In the event of non-payment on the due date or late payment of invoices or when compensation for a loss in value of repossessed goods must be claimed, the customer shall also be liable – *in addition to the normal court costs* - to pay the costs and fees of the lawyers and any technical advisers of BECONA NV. These costs are estimated at a fixed amount of 10% of the invoice amount (subject to a minimum of EUR 125.00 and a maximum of EUR 5,000.00 per invoice) in addition to the aforementioned penalty, notwithstanding BECONA NV's right to prove that these costs were in fact higher and to then claim them.
- 7.5 In a reciprocal trading relationship, BECONA NV shall be entitled at all times to set off any amount owed by the customer against any of the customer's money that it holds, even after *concursum creditorum* (simultaneity of creditors' claims).
- 7.6 Payments shall be allocated as follows: firstly towards bailiffs' and court costs, secondly towards the costs and fees of the lawyers and any technical advisers, thirdly towards fixed compensation due at the time of payment, fourthly towards arrears interest due at the time of payment and finally towards the capital amounts outstanding, in order of the oldest debt first.
- 7.7 Upon acceptance of the invoice, the customer cedes its claim against his/its debtors in favour of the supplier for the amount of the invoice as well as the outstanding interest due, penalties and costs.
In the event the customer is an employee, the cession of claim shall be limited to the statutorily permitted portion of his salary.

8. Objections against Invoices

- 8.1 Any objection against an invoice must be lodged no later than 8 days after the invoice date by registered post.
- 8.2 The date and invoice number must be stated in the registered letter, failing which the letter shall be disregarded.

9. Right of Retention, Reservation of Ownership, Risk and Intellectual Property Rights

- 9.1 BECONA NV shall retain ownership over goods sold until the capital sum and, if applicable, any interest, compensation and the costs referred to in Article 7.4 have been paid in full.
- 9.2 In the event of non-payment, BECONA NV shall consequently be entitled to reclaim the goods. If BECONA NV enforces this right to reclaim, the agreement shall be deemed terminated automatically and by operation of law at the client's expense. In that case, the

customer shall be liable under all circumstances to pay compensation fixed at 30% of the value of the order, subject to a minimum of EUR 500.00, notwithstanding BECONA NV's right to prove and claim further damage. This amount may be set off against any monies to be repaid, even after *concursum creditorum* (simultaneity of creditors' claims).

- 9.3 All risks associated with both delivered goods and goods intended for the customer (including for loss, theft and destruction or damage) shall pass to the customer as soon as the goods leave the workshops of BECONA NV or its suppliers. If the arrangement is that the customer will collect the goods, risk shall pass as soon as the customer receives notice to come and collect the goods. Storage costs may also be charged after this notice.
- 9.4 Unless expressly agreed otherwise in writing, ownership of the intellectual property rights with regard to the products it developed shall always remain vested in BECONA NV.

10. Complaints, Patent Defects, Latent Defects and Warranty

- 10.1 Patent defects must be reported, under penalty of the warranty lapsing, to BECONA NV by registered letter within 24 hours of delivery/execution and in every respect before any use, alterations or repairs take place.
- 10.2 Acceptance of the invoice and use of the supplied goods and/or services shall in all cases discharge BECONA NV from any liability for patent defects.
- 10.3 BECONA NV's duty to indemnify for latent defects is in accordance with national law. The customer is however obliged, under penalty of the warranty lapsing, to report a latent defect to BECONA NV by registered letter within 3 days after discovering the defect and in every respect before any use, alteration or repair takes place.
- 10.4 If the customer is entitled to any compensation arising from the inadequacy of provided services, such compensation shall at all times be limited to the amount BECONA NV would have or has invoiced for those services.
If the customer is entitled to any compensation arising from a defect in delivered goods, such compensation shall at all times be limited to the replacement of the relevant goods under the warranty provided by BECONA NV's supplier.
The customer shall not be entitled under any circumstances to compensation for any other direct or indirect damage.

11. Express Resolutive Stipulations and Resolutive Conditions

- 11.1 In the event of non-payment on the due date, BECONA NV reserves the right to suspend or terminate the agreement by operation of law and without any prior notice of default, in whole or in respect of the unperformed portion thereof, notwithstanding the provisions of Article 4.
- 11.2 BECONA NV reserves the right to terminate the agreement by operation of law and without any prior notice of default in the event objective reasons exist that demonstrate the customer's solvency and/or liquidity position has been compromised (e.g. in the event

of bankruptcy, protested bills, obvious inability to pay, arrears at BECONA NV or third parties, or if the customer obtains a collective debt settlement, etc.)..

- 11.3 In that case, the customer shall be liable under all circumstances to pay compensation estimated at the fixed amount of 30% of the value of the order, subject to a minimum of EUR 500.00, notwithstanding BECONA NV's right to prove and claim further damage.

12. Change of Address and Assignment of Rights

- 12.1 The customer must notify BECONA NV of any change of address. In the absence hereof, all correspondence shall be deemed received if it was addressed to the address specified in the order form or order letter or an address the customer supplies telephonically.
- 12.2 The customer may not assign its rights and obligations towards BECONA BV to third parties without prior and written consent.

13. Jurisdiction, Applicable Law and Place of Performance of Obligations

- 13.1 The courts of the judicial district where BECONA NV's registered office is located shall have sole jurisdiction for all disputes involving BECONA NV. BECONA NV however reserves the right to institute proceedings as claimant before a court that has jurisdiction under national law.
- 13.2 These courts shall only apply Belgian law.
- 13.3 All obligations with regard to this agreement, as well as delivery, payment and any indemnification shall always be regarded as fully performed at BECONA NV's registered office.

14. Validity of the General Terms and Conditions

- 14.1 If certain provisions of this agreement are declared invalid due to the infringement of applicable legislation, the remaining provisions shall remain fully in force and valid between the parties.
- 14.2 The parties furthermore undertake to draft an alternative for the invalid provision that conforms to the spirit of the invalid provision.

15. Applicability of the General Terms and Conditions

- 15.1 These general terms and conditions shall apply exclusively to all agreements concluded between BECONA NV and the customer, to the exclusion of all others. Departures from these general terms and conditions shall only be valid if confirmed expressly and in writing.

15.2 If BECONA NV however purchases material from third parties, the general terms and conditions of that third party shall apply cumulatively. In the event of a contradiction, these general terms and conditions shall prevail.