

GENERAL SALES AND DELIVERY CONDITIONS

All deliveries of goods and services are effected by our company under the following general sales and delivery conditions, and these may only be diverged from by explicit written agreement.

ARTICLE 1: Quotations are effected without obligation on our part and for each order the quotation must be approved in writing or contractually confirmed by us.

ARTICLE 2: The quotations are always based on the documents that have been sent to us. If it should appear to be the case that certain documents have not been sent to us, then our company is at all times entitled to charge the cost price for extra services and this on the basis of the prevailing unit prices applicable on the date of these extra services and this without being bound by the quotations or the unit prices stated therein.

ARTICLE 3: DELIVERY PERIODS. If a specific delivery period has been given then this shall be understood only as a notification without guarantee of delivery on the date specified. The non-observance of any delivery period shall at no time give reason for any compensation on our part whatsoever seeing as the delivery periods are given solely for information purposes and without any obligation on our part.

ARTICLE 4: All accounts and invoices are payable to our office. These accounts and invoices are always required to be settled within 8 days counted from the invoice date, unless a stipulation to the contrary appears on the front page of the invoice.

Each invoice which has not been paid on the due date is subject by operation of law and without any notice of default to late payment interest at a rate of 1.5% per month or 18% per year and this is to be counted from the due date of the invoice.

ARTICLE 5: Furthermore, each invoice which has not been paid on the due date is subject by operation of law and without any notice of default to a compensatory payment of 15% which shall be due and payable over and above the unpaid invoice amount.

ARTICLE 6: In the event that the ordering client does not acquit itself of its obligations and, inter alia, fails to make payment of one or more invoices on the due date, then our company shall be entitled to legally terminate the contract by way of a registered letter addressed to the ordering client. In this event, a compensation payment shall be payable in the amount of 25% of the component of the contract of carriage that was not implemented, with the minimum amount payable being 62 euros.

This compensation is due and payable insofar as the overdue invoices have not been settled within 8 days after the notice of default and termination of the contract was sent by registered mail.

ARTICLE 7: Notification of any complaint shall be sent to us by registered letter without delay and at the very latest within 5 days after the implementation of the contract of carriage. Where this has not been effected the complaint shall be deemed to be late and inadmissible. The applicability of these complaints does not release the ordering client from its payment obligation and the late interest payment rate of 18% per year remains due and payable as well as the statutory damages set at 15%.

ARTICLE 8: The period of limitation in relation to the carrier liability of our company cannot be interrupted except by means of a bailiff's notification or a statement signed by our company in which we accept the interruption of this period of limitation. A notice of default by registered mail shall not interrupt this period of limitation and this shall be expressly agreed between the parties.

ARTICLE 9: Our company can not be held liable in the event that the contract of carriage could not be observed as a result of a fault committed by a third party. In this event, our client shall not invoke any contractual liability whatsoever and our client shall directly turn to the third party at fault in order to address and lay claim to same on the basis of its delict-related liability. In this event our client shall renounce any claim raised against us arising from the contract of carriage.

ARTICLE 10: In the event of a dispute the parties shall comply with the foregoing general sales and delivery conditions. For all disputes which are not provided for by the foregoing general sales and delivery conditions, the parties explicitly declare to refer to the convention applying to the contract, such being the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention).

ARTICLE 11: All disputes shall be arbitrated by the courts at Sint-Niklaas in Belgium. This competence shall not be impaired through the drawing of bills of exchange.