

General Conditions of Purchases

Acceptance of the below mentioned General Conditions of Purchases implies that the seller fully waives the application of its own terms and conditions.

DELIVERY – At the moment of order placement, the seller will confirm the actual delivery date to DG Pro-Tec. Appearing delays will be reported in writing to DG Pro-Tec as soon as possible.

The seller shall bear the costs resulting from any postponement of the delivery and DG Pro-Tec is entitled to suspend any payment until actual delivery of the goods and/or equipment is being confirmed in writing by the seller.

If delivery is delayed for more than [] days due to a seller's delay, DG Pro-Tec shall be entitled to terminate the agreement with immediate effect, without judicial intervention, by means of a registered letter, indicating the shortcomings of the seller with regard to the delay of delivery. In the event this clause applies DG Pro-Tec can not be held liable to pay any compensation whatsoever to the seller.

DG Pro-Tec shall be entitled to claim from the seller all costs caused by the termination of the agreement, as well as a compensation for loss of profit, as well as a refund of all payments already made by DG Pro-Tec for the non-delivered goods and/or equipment at the moment of termination.

TRANSPORT and PACKING – the DDP INCOTERMS 2010 are applicable. All goods shall be packed in a proper way to prevent damage during transport, unloading or temporary outdoor storage at site.

Place of delivery of the goods and/or the equipment is the place as indicated in the order.

PRICE – The total price is based on the scope of supply, mentioned in the offer. The quoted prices are fixed and strictly net excluding Value Added Tax or similar turnover tax, including packing and delivery according to DDP INCOTERMS 2010.

PAYMENT – All payments shall be made in EURO.

For purchases less than € 5.000,-, the total price shall be paid immediately after the delivery of the goods and/or equipment, approval by DG Pro-Tec thereof and the issuance of the corresponding invoice by the seller.

For all purchases above € 5.000,- the following payment conditions are applicable.

The payment of the total price shall be made as follows:

- 40% after shipment of the goods and/or the equipment and confirmation thereof by the seller and issuance of the corresponding invoice by the seller;
- 60% after on-time delivery of the goods and/or equipment and approval thereof by DG Pro-Tec and issuance of the corresponding invoice by the seller.

All invoices issued by the seller are payable within [] days after receipt of the invoice by DG Pro-Tec.

CONTROL – DG Pro-Tec is entitled to reject the delivered goods and/or equipment, if the goods and/or equipment are not in accordance with the ordered goods and/or equipment. Therefore, DG Pro-Tec will issue a list with shortcomings which led to rejection, within 7 days after delivery of the goods and/or equipment to the seller. The seller shall use all reasonable endeavours to remedy to the shortcomings with all diligence and re-offer

and deliver the goods and/or acceptance for acceptance testing within a reasonable period. DG Pro-Tec is entitled to withhold payment for the goods and/or equipment that have been rejected.

TRANSFER OF RISK – The transfer of risk of the goods and/or equipment to DG Pro-Tec will take place according to the DDP INCOTERMS 2010.

WARRANTY – The warranty period for hidden and visible defects starts upon delivery of the goods and/or equipment and ends 14 (fourteen) months after the date of delivery of the goods and/or equipment (the "Warranty Period").

In case of modification, repair or replacement of [parts to] the goods and/or equipment during the Warranty Period, the Warranty Period will be prolonged with a period of 4 (four) months after modification, repair or replacement of the defective [parts to] goods and/or equipment and acceptance thereof by DG Pro-Tec. In no event the Warranty Period can come to an end as long as the defects have not been remedied.

INTELLECTUAL PROPERTY – In the event of a claim with regard to an infringement of the intellectual property rights in relation to the goods and/or equipment delivered by the seller, the seller shall, at its own choice and expense, replace the infringing goods, modify the goods so that it no longer infringes, secure at no charge a license to DG Pro-Tec to continue using the goods, or to take back the goods and repay the purchase price to DG Pro-Tec. In addition DG Pro-Tec shall be entitled to a compensation equal to [] or the possibility to terminate the agreement.

DG Pro-Tec can not be held liable for any infringements resulting from the use of the goods and/or equipment delivered by the seller.

The seller agrees to protect, to defend and to indemnify at its own expense, DG Pro-Tec, against any and all charges, claims, liabilities, losses, costs, expenses, counsel fees, judgements and damages in respect of any claim with regard to an infringement of the intellectual property rights in relation to the goods and/or equipment delivered by the seller.

FORCE MAJEURE – If performance of any contractual obligation is prevented, restricted or delayed by war whether declared or not, acts of terrorism, riots, sabotage or revolutions, hostilities, industrial disputes, fire, explosion, or by any cause beyond the reasonable control of the party whose performance is affected, then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay.

The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.

If performance is delayed for more than [] days by any cause referred to in the above subclause and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the agreement by not less than [] days' notice in writing to the other party.

TERMINATION – Any failure by the seller to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when

the seller meets the conditions for bankruptcy, or any failure by the seller to meet any obligations of any kind, entitles DG Pro-Tec to declare the contract cancelled with immediate effect by sending a registered letter to the seller, without DG Pro-Tec owing any compensation for damages.

DG Pro-Tec shall be entitled to claim the costs due to termination of the agreement, a compensation for loss of profit, as well as a refund of all payments already made by DG Pro-Tec for the non-delivered goods and/or equipment at the moment of termination.

ENTIRE AGREEMENT – The agreement which supersedes all previous arrangements or agreements between the parties with respect to the subject matter thereof, constitutes the entire agreement between them with respect to the subject matter thereof and shall not be changed or modified in any manner except by an instrument in writing signed by duly authorized officers of representatives of the parties.

INVALIDITY – In the event that any provision of the agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of the agreement shall remain in full force and effect and shall in no way be affected or invalidated.

With respect to the provisions of the agreement, which are held to be invalid or unenforceable, in whole or in part, the parties shall negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein.

ASSIGNMENT – Neither party may assign its rights and obligations under the agreement in whole or in part to any third party, except otherwise agreed in writing.

GOVERNING LAW and DISPUTE RESOLUTION – This contract shall be governed and construed in accordance with Belgian law. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply.

If any dispute arises out of this contract (including any dispute to its validity, meaning, interpretation, execution, suspension, termination or enforcement), the parties shall attempt to come to a reasonable settlement of the matter but should such dispute not be settled within [] weeks of the original written notification of dispute sent by the most diligent party to the other party. Following this notification of dispute, the parties shall contemplate, but not be obliged, to attempt to settle it by the rules concerning the alternative dispute resolutions (including mediation) under the International Chamber of Commerce (ICC) hereinafter referred to as the "ADR Rules".

If an attempt at settlement has failed by following the ADR Rules, the dispute shall be exclusively and finally settled under the Rules of Conciliation and Arbitration of the ICC by three arbitrators appointed in accordance with the rules. The place of arbitration shall be Brussels, Belgium, the language of the proceedings shall be English and the arbitration award shall be final and binding on the parties. The procedural law of the place of arbitration shall apply where the Rules are silent.