

General Conditions of Sales

ACCEPTANCE – By accepting the offer, the purchaser acknowledges explicitly to have read the General Conditions of Sales of DG Pro-Tec and to have accepted these conditions. In the event of conflict or contradiction between the conditions in the offer and applicable trade practices and/or past performances, the conditions of the present offer shall take precedence.

DELIVERY – The actual delivery date is dependent upon production workload and will be confirmed at the time of order placement. Adherence to the delivery dates is under reserve of correct and timely self supply by DG Pro-Tec's sub-suppliers. Appearing delays will be reported by DG Pro-Tec as soon as possible. Claims resulting from such delays, which are not caused by DG Pro-Tec itself, are excluded.

In case that the goods or the equipment are ready for dispatch, but delivery can not take place for reasons of delivery postponement not attributable to DG Pro-Tec, the risk for loss or damage to the goods shall automatically be transferred – notwithstanding to the contrary and the applicable INCOTERMS – from DG Pro-Tec to the purchaser, seven (7) calendar days as from the day of readiness for dispatch. The purchaser shall besides the risks moreover bear the costs resulting from the postponement (including but not limited to costs of storage).

TRANSPORT and PACKING – the FCA 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 the equipment is the place as indicated in the offer.

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 FCA Incoterms 2010.

PAYMENT – All payments shall be made in EURO.

For purchases less than € 5.000,-, the total price shall be paid prior to shipment of the goods and/or equipment.

For all purchases above € 5.000,- the following payment conditions are applicable:
The payment of the total price shall be made as follows:

- 40% upon order placement;
- 60% prior to shipment of the goods and/or the equipment.

All invoices are payable [30] days after the date of invoice by bank transfer. Payment delays will give the right to DG Pro-Tec to reschedule the process. If a due date is missed, all sums due shall *ipso jure* and without notice be subject to interest at the reference rate for delays as set out in the Act of August 2nd, 2002 on the control of payment delay in commercial transactions.

CONTROL – The purchaser undertakes to verify the goods and/or the equipment within [7] days of receipt. An acceptance certificate will be signed by both parties. If the goods and/or equipment is rejected, the purchaser shall issue within [7] days a report to DG Pro-Tec listing the shortcomings which led to rejection. DG Pro-Tec shall use all reasonable endeavours to remedy to the shortcomings with all diligence and re-offer the goods and/or acceptance for acceptance testing.

If the purchaser does not sign the acceptance certificate within [7] days, or if the rejection of the goods is not documented with a report listing the shortcomings, the acceptance certificate signed by DG Pro-Tec alone shall be equivalent in all respects to an acceptance certificate signed by both parties, and the purchaser loses the right to claim damage of the goods and/or equipment.

TRANSFER OF RISK – The goods and/or equipment remain the property of DG Pro-Tec until DG Pro-Tec has received full payment. No delivery shall take place without full payment of the respective invoices. Notwithstanding the aforementioned, the transfer of risk of the goods and/or equipment will be transferred to the purchaser, upon the delivery date as indicated in the offer.

WARRANTY – The warranty period for hidden and visible defects starts upon delivery of the goods and/or equipment and ends 12 (twelve) months after the date of delivery of the goods and/or equipment (the "Warranty Period").

The warranty period for repaired/replaced parts will expire at the end of the Warranty Period, without the warranty period for the repaired/replaced parts being less than [6] months as from the date of modification, repair or replacement.

During the Warranty Period DG Pro-Tec shall, at its sole option, either repair or replace within a reasonable period of time all defects due to faulty material, design or workmanship that have been notified to DG Pro-Tec before the expiration of the Warranty Period.

In no case DG Pro-Tec shall be responsible for and shall this warranty apply:

- If the purchaser or a third party carries out modifications or repairs to the goods without prior authorisation from DG Pro-Tec;
- If the purchaser has not immediately taken all appropriate steps to mitigate a damage caused by a defect;
- If the purchaser prevents DG Pro-Tec from remedying a defect;
- If the purchaser used the goods and/or equipment for any other purpose than the purpose for which it was designed;
- If the purchaser used or installed non-original spare parts or format parts, which were purchased from a third party;
- Normal wear and tear.

In the event of defect of the goods due to improper storage and handling, incorrect or negligent operations or improper maintenance, the reparation shall be carried out at the normal rates.

The undertaking and obligations of DG Pro-Tec under this clause exclude all other warranties and conditions, whether oral, written, statutory, explicit or implied. DG Pro-Tec shall have no liability of any kind for any defects – whether hidden or visible – which appear after the expiry of the warranty period.

DESIGNS – All drawings supplied to the purchaser serve only to illustrate the general style, the construction, the composition and the approximate size of the goods. Registered designs and production drawings will never be delivered.

All offers and quotations shall be prepared by DG Pro-Tec on the base of the data in DG Pro-Tec's possession. The dimension, weight, formulas and other details and information in engineering designs, quotes, quotations, specifications, advertising from DG Pro-Tec are only concerned for information purposes and are not part of the agreement.

INTELLECTUAL PROPERTY – All patents, copyrights, designs, plans, drawings, calculations and other technical and/or commercial information with regard to the goods and the equipment, including the knowledge of intellectual property rights obtained during negotiations, remain the exclusive property of DG Pro-Tec or its supplier.

In the event of a claim with regard to an infringement of the intellectual property rights DG Pro-Tec has the right to, at own choice and expense, to replace the infringing goods, modify the goods so that it no longer infringes, secure at no charge a license to continue using the goods, or to take back the goods and repay the purchase price to the purchaser.

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

The Purchaser 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 actual or claimed patent or other intellectual property right infringement, arising from designs, specifications, manuals of the purchaser himself.

LIMITATIONS OF LIABILITIES – In no case shall the total liability of DG Pro-Tec out of this contract, irrespective of the legal grounds, be more than [] euro per occurrence and a maximum of the total contract value in the aggregate.

Notwithstanding anything contained in the contract DG Pro-Tec shall not be liable – regardless of the legal grounds, for loss of profit, loss of revenue, loss of use, loss of information and data, financing expenses, damages based on third party contracts, and any special, indirect, immaterial or consequential damages or losses.

For the purposes of this limitation of liability clause DG Pro-Tec also contracts on behalf of its employees and agents, who shall have no greater liability in relation to the contract than DG Pro-Tec.

FORCE MAJEURE – If performance of any contractual obligation (other than the obligation of the purchaser to make payment) is prevented, restricted or delayed by any act or omission of government such as foreign currency restrictions, revocation or suspension of export or import licenses and government priority orders, war whether declared or not, acts of terrorism, riots, sabotage or revolutions, hostilities, industrial disputes (including lock-outs, go-slow and work to rule actions) at either party's premises or elsewhere, failure or delay in source of supply of materials or equipment, fire, explosion, accident or breakdown of essential machinery or equipment or caused by the delay of a subcontractor (such delay not being the fault of DG Pro-Tec) or by any cause (whether similar or not to any of the above events) 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.

Any event of force majeure or event beyond the control of DG Pro-Tec or which could not reasonably have been foreseen when the contract was drawn up results in the suspension of the delivery deadline for the entire period during which that event rendered delivery within the agreed deadline impossible.

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 30 days' notice in writing to the other party.

SUSPENSION – In the event the purchaser has not paid the invoices upon due date, or if the purchaser fails to comply with other obligations with regard to this agreement, DG Pro-Tec will have the right to suspend the execution of the agreement until all outstanding payments have been made or all outstanding obligations have been fulfilled by the Purchaser.

CANCELLATION – By the purchaser placed and by DG Pro-Tec accepted orders can not be canceled without prior written consent of DG Pro-Tec. All costs related to such cancellation shall be borne by the purchaser. DG Pro-Tec reserves the right to cancel the agreement, without any liability towards the purchaser, in the event the production or sale of the goods and/or the equipment has become impossible (technical or commercial).

TERMINATION – Any failure by the purchaser to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when the purchaser meets the conditions for bankruptcy, or any failure by the purchaser to meet any obligations of any kind, including failure to pay any amount on its due date, entitles DG Pro-Tec to declare the contract cancelled with immediate effect by sending a registered letter to the purchaser, 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 in accordance with the progress of the project, as well as all payments to be made by the purchaser for the goods that are ready for shipment at the moment of termination.

MODIFICATIONS – 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.