



GENERAL CONDITIONS OF SALE

1. GENERAL

- 1.1 All agreements for a purchase or sale and rental in the broadest sense of the term, including all agreements or clauses in agreements for the transfer of ownership, are exclusively subject to the following conditions.
- 1.2 These conditions are also applicable to the extent required mutatis mutandis to all (agreements or stipulations in agreements that relate to) installation maintenance and repair activities and other services in the broadest sense of the term, and including the supervision of (persons who carry out) such activities.
- 1.3 Differing stipulations only apply if the buyer and the seller have agreed such in writing, and then only to the agreement for which they are agreed: the following conditions still apply.
- 1.4 To the extent applicable, in these conditions of sale the term machines is also understood to include supplied installations, appliances, parts, accessories and tools, as well as related goods and other products in the broadest sense of the term.
- 1.5 For leasing agreements, in the following articles the words seller and buyer must also be understood as lessor and lessee respectively, and for sale also leasing, and to the extent these conditions do not provide for this, our general leasing conditions that form part of these general conditions apply.

2. QUOTATIONS

- 2.1 All our quotations or prices are without obligation, unless explicitly mentioned otherwise in writing. Each quotation or price from us is based on the presumption that we can carry out the order in normal circumstances and during normal working hours. An agreement only originates if and to the extent that we accept an order from the customer in writing or if we start to supply an order. The date of the origination of the agreement is the day of sending out written order confirmation or the first day of the actual supply of the order by us.
- 2.2 If no prior written acceptance of an order has been sent, for example with a sale from warehouse stock, the purchase agreement originates by virtue of the seller wholly or partly complying with the request to deliver to the buyer, or by the seller sending an invoice for a requested delivery to the buyer.
- 2.3 The seller is not liable for errors and variations in illustrations, drawings and stipulations of weights and measures, or all other specifications occurring in current pricing or advertising material and with quotations or/and order confirmations, unless these have serious consequences on the capacity or proper operation of the machines.
- 2.4 Illustrations, drawings and the like supplied by the seller remain his property and may not be copied, multiplied nor made available to third parties without his explicit permission.
- 2.5 If an order is delayed, BOONS FIS nv/bv reserves the right to charge for the created design, drawings, calculations and/or demonstration costs or a part thereof in consultation with applicant according to use and fairness.

3. COMPLAINTS

- 3.1 Complaints concerning used machines supplied are, unless agreed otherwise in writing, not considered by the seller and the seller is in this respect not liable on whatever account. The provisions in paragraph 2 and 3 of this article accordingly only concern new goods.
- 3.2 Without prejudice to that stipulated in article 6, the seller is not bound to consider complaints that are not sent to him in writing within fourteen days after the date of his invoice, or within eight days of receipt of the goods, or, if the buyer could reasonably be expected to observe the defect for the first time later, within eight days of the observation of the defect.
- 3.3 A complaint concerning goods supplied can have no effect on the rights and obligations of parties for goods supplied earlier and goods still to be delivered, also not if the goods are or will be supplied in order to carry out the same agreement.

4. INSPECTION

- 4.1 If it is agreed that the buyer inspects/tests or has the goods inspected/ tested at the seller or at the buyer and he has not used this right within ten workdays after he has been informed of this occasion or has actually been given the opportunity for this to take place, the goods are considered to have been definitively and unconditionally accepted by the buyer.
- 4.2 The costs of testing or inspection are paid by the buyer.

5. ASSEMBLY AND BRINGING INTO USE

- 5.1 The purchase prices do not include the costs of assembly and bringing into use.
- 5.2 Should the seller have committed himself to the assembly and bringing into use of the sold and supplied machines, he accepts liability for the operation of the machines, if: A Assembly and bringing into use

takes place according to his instructions, with the right of appointing a technician to take charge of the activities. Travelling expenses and costs of accommodation, food, etc. for the technician are paid by the buyer. B The circumstances (in the broadest sense of the term) on-site where assembly and bring into use must take place cause no detrimental effects, and foundations, walls and suchlike, on which and/ against which the machines must be assembled have been correctly applied, constructed and/or prepared before the start of the activities. All additional activities carried out are paid for by the buyer. The buyer must also offer the necessary assistance in the form of manpower and auxiliary materials at his own expense.

- 5.3 If as a result of circumstances beyond the control of the seller the technician cannot proceed with assembly and bringing into use in the normal way, any resulting costs are paid by the buyer.
- 5.4 Article 6 is accordingly applicable.

6. GUARANTEE AND LIABILITY

- 6.1 The seller guarantees new machines supplied for a period of one year after delivery or sending, i.e. he will repair all parts which may become defective during this period as a result of defective or faulty construction free of charge, or will replace them with other parts (at the discretion of the seller), providing that such a defect is reported to the seller in writing immediately after discovery and in any event within the periods stipulated in article 3, and to the extent the seller may require the relative part is immediately sent carriage paid to the seller. The guarantee period is shortened proportionally if the machines are in use for more than 40 hours a week.
- 6.2 The abovementioned guarantee with respect to repairs or the free delivery of a new part does not include any legal charges relating to the part provided free of charge, nor import duties or turnover tax: these costs are paid by the buyer. If the involvement of a technician is required for the replacement or repair of the defective part, the usual costs will be charged.
- 6.3 Should during the guarantee period the buyer carry out any repairs or changes without prior permission from the seller or have this done by others, or should the buyer not have complied with his payment obligations, the guarantee obligations are immediately no longer applicable. The buyer does not have the right to refuse payment on the grounds that the seller has not or not yet fully complied with his guarantee obligation.
- 6.4 The guarantee applies in the place of any other liability for no, not proper or late compliance on the part of the seller that as a result is explicitly excluded. Liability with respect to not complying with the guarantee obligations is also limited to the costs of the repair or replacement by third parties, with which however the buyer will not proceed before the buyer has explicitly provided the seller with notice of default and given the seller a reasonable period to be able to comply with his guarantee obligations.
- 6.5 Without prejudice to that stipulated in paragraph 4, the seller will never be liable for any indirect damage such as resulting from operational down time, delays, disturbances or any other loss of profit for whatever reason or of whatever nature, as well as any direct or indirect damage which is caused to or by the operation or non-operation or incorrect operation of supplied or processed goods, or indirect or immediate damage caused to goods and persons of the buyer, of whatever nature.
- 6.6 Without prejudice to that determined above in paragraphs 4 and 5, any liability of the seller on whatever grounds, including liability forthcoming from these conditions, is always limited to a maximum of the amount of the purchase price of the relative individual good that the buyer has already paid for on his part of the agreement.
- 6.7 In the event of any claims by third parties against the seller forthcoming from or in connection with the (late, inadequate or incorrect) delivery or operation of a good, the restriction of the liability of the seller as described in the paragraphs 5 and 6 equally applies. The buyer holds the seller harmless against any further liability with respect to third parties.
- 6.8 On the delivery of machines the seller will, to extent necessary and/or required, provide the buyer with indications, instruction and/or operating instructions for use of the machines and the purposes for which they can be used. The buyer must comply with these instructions. The seller may, unless stipulated otherwise in writing by the buyer, assume that the buyer and his personnel or persons who the buyer employs to directly or indirectly work or attend the machine in the broadest sense of the term sufficiently master the language in which these instructions or conditions are drawn up and act accordingly with the language being Dutch. Seller is prepared to make the indications and instructions available in other languages to the extent possible on written request. The buyer pays the relative costs of this.
- 6.9 A guarantee application can only be considered if the fully completed and signed guarantee card for the relative machine is in our possession.

7. CHANGES

Changes or cancellations under the purchase agreement requires the written approval of the seller. If the buyer wishes to change or cancel the agreement concluded, he is bound to compensate the seller for all damage including loss of profit and all costs resulting from the change to or cancellation of the agreement.

8. TRANSPORT CONDITIONS

- 8.1 All goods, also those sold carriage paid, are transported at the risk of the buyer. Obligations entered into with respect to third parties do not change this situation and are considered to be accepted on the part of and for the account of the buyer.
- 8.2 The seller has the right to store goods which are ready but due to causes beyond his control cannot be transported to the destination at the expense and risk of the buyer, and the seller may require payment as if the delivery had taken place.
- 8.3 The choice of means of transport is made by the seller, also with not carriage paid shipments whereby the buyer has submitted no instructions for forwarding. Hindrances or temporary hindrances with the selected means of transport do not compel use of another means of transport. The seller is not responsible if due to whatever cause the means of transport he has selected fails.
- 8.4 With regard to goods manufactured abroad, the seller reserves the right to incoming customs clearance with the exclusion of the buyer.
- 8.5 Unless the buyer makes a request to the seller in good time to have the goods insured during transport, the goods travel uninsured.
- 8.6 Unless otherwise agreed, import and export duties, stamp charges, storage and customs clearance costs, charges, etc. are paid by the buyer.

9. DELIVERY PERIODS

- 9.1 The agreed times of delivery are only approximate. If the agreed time of delivery is exceeded, the buyer may request the seller for a reasonable more specific delivery time by registered mail. Only after the end of the period can seller be held liable for late delivery.
- 9.2 Such a late delivery does not give the buyer the right to cancel the order or refuse receipt of or refuse payment for the goods, nor does this bind the seller to pay any compensation to the buyer, nor to deliver from stock if a purchase is made shipped from the factory.

10. DELIVERY

After the relative products have left our factory or when we have informed the customer in writing that the products are ready for transport, they apply as delivered without prejudice to that stipulated in article 11 and irrespective of any obligation on our part for assembly and installation activities. The place of delivery is as a result our factory, also if carriage paid delivery and/or transport has been agreed by us. If delivery takes place in parts, the separate batches apply as individually delivered.

11. RISK

The risk is transferred to the customer at the time of delivery as stipulated in article 9. This also fully applies with damage to products caused by destruction of the packaging.

12. ACT OF GOD

Act of God is understood as all circumstances which are considered to reasonably preclude delivery or on-time delivery of the sold goods, such as no or late deliveries to the seller by its supplier, or if the seller does not receive the goods sold to him by his supplier or not in good time, in which cases the seller has the choice between suspending the delivery or cancelling the purchase agreement.

13. PRICE

- 13.1 The selling price mentioned by the seller is based on his purchase price and other cost factors. If one these cost price constituents increases after confirmation of the order but before delivery of the goods, the seller has the right to on-charge the increased cost to the buyer.
- 13.2 Without prejudice to the general applicability of this clause, it is particularly applicable to changes to import or export duties or other levies

or charges occurring after sending the order confirmation and changes to the euro exchange rate in relation to the foreign currency in which the seller has bought the goods.

14. TERMS OF PAYMENT

- 14.1 Each agreement is concluded by the seller under the suspensive condition that the buyer appears to be sufficiently creditworthy on the basis of information obtained by the seller.
- 14.2 During the carrying out of an agreement the seller is entitled to suspend compliance with its obligations until the buyer, upon request and to the satisfaction of the seller, has provided surety for compliance with all his obligations under the agreement.
- 14.3 Payment of invoices sent or issued by seller must take place in the period specified on the invoice, either in cash or into a bank account specified by the seller. The buyer has no right of offsetting.
- 14.4 The seller is entitled to suspend compliance with his obligations for as long as the buyer has not paid any due purchase prices.
- 14.5 Without prejudice to that stipulated in this agreement, up to the time of payment of all the amounts receivable from the buyer to the seller that are covered by Belgian law; on whatever grounds and irrespective of claimability, including interests and costs - and in the case of current account delivery, up to the time of settlement of any balance in favour of the seller - all goods supplied by the seller remain at all times the property of the seller. For complete payment or settlement, the buyer is not authorised to pledge the goods to third parties or transfer possession of these good, with the exception of non-fiduciary transfer of ownership in accordance the normal destination of goods. With an infringement of this clause, as well as in the event of whole or partial applicability of article 13, paragraph 1, the seller has the right to regain possession of all goods supplied by him, without any authorisation of the buyer or lawsuit being required, or have them collected from the location of the goods. Then any claim of the seller on the buyer becomes immediately fully due and payable.
- 14.6 All our invoices are payable within 30 days of the invoice date.
- 14.7 In the absence of on-time payment, interest will be charged by right amounting to 12% per year as well as damage compensation amounting to 15% of the invoice sum, and this without any prior notice of default.

15. BREACH OF CONTRACT BY THE BUYER

- 15.1 If the buyer does not, fully or timely meet his obligations, arising from this or any other agreement entered into with him, including if buyer is declared bankrupt and/or has requested bankruptcy, or if suspension of payment is requested, or if he decides to (partially) cease or liquidate his company, and/or if his possessions are attached in execution, then buyer is deemed to be in default by operation of law and the seller has the right, without giving notice of default, and without judicial intervention being required, at seller's discretion, and/or in any combination - The carrying out of any, a number of or all obligations with respect to the buyer, on whatever grounds, may be suspended, and/or - to claim payment for any obligation carried out on the part of the seller also if agreed otherwise and/or - wholly or partly dissolve the agreement(s), or have them declared dissolved, without the seller being bound to any damage compensation, guarantee or otherwise. This is all without prejudice to the right of the seller to claim damage compensation including loss of profit, costs and interest.
- 15.2 A complaint does not suspend any payment obligations whatsoever.

16. DISPUTES

Any disputes resulting from or following a purchase agreement or more specific related agreements will only be brought before the lawsuit of the registered office of the seller, unless the buyer and seller agree to subject the dispute to arbitration.

17. APPLICABLE LAW

Belgian law is exclusively applicable to all agreements of purchase and sale and related agreements, unless the parties explicitly agree in writing to the applicability of a foreign law as a derogation from this provision.