

# GENERAL TERMS OF SALE OF ACAL BFi BELGIUM NV/SA

Unless expressly stipulated otherwise in writing, the works, offers and sales of ACAL BFi BELGIUM NV/SA are made under the conditions set forth below. Under reservation of special stipulations, these conditions are also applicable to repairs

## CONCLUSION OF THE CONTRACT

- 1.1 The offers of Acal BFi Belgium nv/sa always apply without obligation. An order may be regarded as having been accepted only when it has been confirmed in writing by Acal BFi Belgium nv/sa. This also applies for all changes which are made to a transaction.
- 1.2 The actions of delegates, agents or representatives of Acal BFi Belgium nv/sa are not binding. Any promises or acceptances which they might make or give will bind Acal BFi Belgium nv/sa only after they have been confirmed in writing.

## 2 DELIVERIES AND ORDERS

- 2.1 The deliveries include exclusively the equipment described in the estimates. Information about performance is only approximate and provided without guarantee; in no event may such information give rise to complaints, price reduction or other forms of compensation.
- 2.2 The costs of disassembly and examination of equipment with a view to the preparation of an estimate for a repair shall be borne by the customer. The estimates of Acal BFi Belgium nv/sa are prepared without obligation.

## INTELLECTUAL PROPERTY RIGHTS

3.1 Studies, drawings, plans, diagrams, designs and documents of all kinds which were turned over or sent by Acal BFi Belgium nv/sa to the customer remain the full property of Acal BFi Belgium nv/sa and must be regarded as confidential. They may not be communicated, reproduced or implemented without the written approval of Acal BFi Belgium nv/sa. These documents are provided by way of information, without any obligation. Acal BFi Belgium nv/sa can never be held liable for them.

## 4 DELIVERY PERIODS

- 4.1 The delivery periods are never strictly binding and are provided only by way of information. When they are exceeded this does not give the customer the right to cancel his order or to request the dissolution of the contract, nor does it give rise to the payment of damages.
- 4.2 The delivery periods begin on the date of the written confirmation of the contract. They depend on the fulfilment of the customer's obligations and expire if the information or documents which the customer must provide do not arrive on time, if changes are made during the execution of the contract or if the payment conditions have not been respected.

## 5 PRICES

- 5.1 The prices indicated by Acal BFi Belgium nv/sa are based on the rate mentioned on the offer or, if no rate is mentioned, from the official exchange rate on the day of the offer. Acal BFi Belgium nv/sa reserves the right to calculate the definitive price on the basis of the rate which is applicable at the time of the delivery.

The mentioned prices are net prices for packaged equipment in its plants or warehouses.

- 5.2 All fees, insurance policies, assembly costs, commissioning and adjustment of the equipment, as well as all current or future levies, unless otherwise stipulated in writing, are not included in the price and shall be borne by the customer. In the event that all or a part of the fees, levies and costs should be included in the price, every increase or reduction of these elements will be charged or credited to the customer.

## 6 SHIPPING, TRANSPORT, INSURANCE POLICIES

- 6.1 All transport, customs and goods handling will be charged or will take place at the expense and risk of the customer, who must examine the shipments upon their arrival and as necessary must recover damages from the carriers, even if the shipping was carriage paid.
- 6.2 The customer undertakes to pick up the equipment at the latest 8 days after it is put at the customer's disposal. After this period the equipment will be stored and if necessary handled at the expense and the risk of the customer.

## 7 ASSEMBLY, COMMISSIONING

- 7.1 Acal BFi Belgium nv/sa may only be held liable for the proper functioning of the equipment if the assembly, commissioning and adjustment thereof was assigned to and performed by Acal BFi Belgium nv/sa.
- 7.2 When Acal BFi Belgium nv/sa performs the assembly for a lump-sum amount, all extra costs caused by losses of time beyond the control of Acal BFi Belgium nv/sa will be charged to the customer as a surcharge on the price.

## 8 RECEPTION, ACCEPTANCE

- 8.1 For the delivery the customer must receive the equipment in the plants or warehouses of Acal BFi Belgium nv/sa. By signing the shipping note the customer declares that he accepts the equipment.
- 8.2 Complaints for non-conformity must be made upon receipt of the equipment and confirmed in writing to Acal BFi Belgium nv/sa within 8 calendar days of the equipment being put at the customer's disposal.

## 9 WARRANTY

- 9.1 Any complaints for defects must be notified to Acal BFi Belgium nv/sa in writing within one week from the discovery thereof, mentioning the date of discovery and the nature of the defect. The claim itself must be filed within three months from the discovery of the defect, under penalty of estoppel.
- 9.2 Defects discovered within three months from the delivery are covered by our warranty. The same warranty period applies to our repairs;
- 9.3 Our warranty covers only the repairing or the replacing of parts recognized as defective. The replaced parts remain our property.
- 9.4 Are however excluded:

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all direct or indirect damages; transport, shipping, travel or accommodation expenses; parts used with fire or subject to corrosion or parts which, due to their nature or normal use, wear quickly (e.g. cathode ray tubes, writing or reading heads, diskettes, magnetic tapes, etc.). and breakage, damage, accident, etc resulting from excessive or abnormal use, from negligence, faulty maintenance, forgetfulness or inexperience on the part of those who use the equipment.

## 9.5 Our warranty expires:

if the equipment during the warranty period is entrusted to third parties for inspection or repair, or if parts are replaced by parts not delivered by Acal BFi Belgium nv/sa; in the event of transfer of the equipment; if the customer makes any change to the delivered equipment without our permission in writing; if the customer does not fulfil his payment obligations. The customer is never entitled to delay his payment because of complaints.

## 9.6 The software is delivered without a warranty stating that it is suitable for the specific application of the customer and without adaptation. Acal BFi Belgium nv/sa is not responsible for damage which is the result of errors in the software.

## 10 RESERVATION OF TITLE, RISKS

10.1 The sold equipment, including the accessories, remains the property of Acal BFi Belgium nv/sa as long as the customer has not completely paid the amounts owed.

10.2 The buyer is nevertheless fully responsible for the risks which this equipment could run as soon as it is placed at his disposal.

10.3 If the delivery is postponed at the customer's request, the balance of 70% must be paid at the latest one month after the report of the availability.

## 11 PAYMENT

11.1 Unless otherwise agreed, the deliveries and repairs of Acal BFi Belgium nv/sa are payable in the amount of 30% upon order and in the amount of 70% upon delivery.

11.2 All Acal BFi Belgium nv/sa invoices are payable exclusively at the registered office of Acal BFi Belgium nv/sa

11.3 The shipping C.O.D., the drawing or acceptance of a bill by the customer, entails no novation; all clauses, conditions and obligations remain in effect.

11.4 Every amount which is not paid on the due date, entails ipso jure, without prior demand and under reservation of all other rights of Acal BFi Belgium nv/sa :

- a) the accrual of interest as of the due date until the day of the payment, equal to the legal interest rate plus 2%;
- b) expiry of the payment period authorised to the customer in the event of instalment payments of the sale price or the repair price;

- c) the exigibility of the entire balance of this price;
- d) the owing of an amount equal to 10% on the first tranche of 7500 EURO, with a minimum of 25 EURO and 5% on the rest, by way of lump-sum and irreducible damages.
- e) the costs incurred for collecting the debt claim, including the fees of the lawyers in accordance with the provisions of article 6 WBBHAct of 02/08/2002.

## 12 FORCE MAJEURE/FOREIGN CAUSE

Acal BFi Belgium nv/sa is released from its obligation to deliver in the event of force majeure (e.g. states of war, strikes, lock-out, fire) or foreign cause (e.g. the decision of the supplier to no longer produce the goods or the decision of public authorities, such as implementation prohibitions or embargoes). In these cases the customer is obliged to accept the delivery of the numbers which Acal BFi Belgium nv/sa still has at its disposal. Acal BFi Belgium nv/sa reserves the right to extend the delivery period if the force majeure/foreign cause only makes the delivery temporarily impossible.

## 13 DISSOLUTION OF THE CONTRACT

13.1 If the customer does not fulfil his obligations, e.g. should he continue to fail to pick up the equipment or should he be late in paying, Acal BFi Belgium nv/sa reserves the right to dissolve the contract. The contract will be dissolved ipso jure and without prior demand through notification to the customer in the form of a registered postal letter. The equipment already delivered will have to be returned immediately to Acal BFi Belgium nv/sa and Acal BFi Belgium nv/sa will be entitled to a compensation for the harm it has suffered, with a minimum of 25% of the amount of the contract.

## 14 DISPUTE

14.1 In the event of dispute, only the courts of the district where the registered office of Acal BFi Belgium nv/sa is established will be competent. In any event, Acal BFi Belgium nv/sa reserves the right to bring the dispute before another competent court.

## 15 GENERAL PROVISIONS

15.1 By placing an order with Acal BFi Belgium nv/sa, the customers expressly declare that they agree with the general terms of Acal BFi Belgium nv/sa and waive the right to invoke their own conditions. The latter have no effect for Acal BFi Belgium nv/sa and thus cannot be invoked against Acal BFi Belgium nv/sa

15.2 If, for some reason, certain of the above provisions should be without effect, the rest of the general terms of Acal BFi Belgium nv/sa will nevertheless remain in full effect.

15.3 **Acal BFi Belgium is committed to applying the highest standard of integrity, honesty and fairness in its business activities all over the world. We take a zero-tolerance approach towards bribery and corruption in all its forms by, or of, its employees or any persons or companies acting for it or on its behalf.**