

BVBA CASALIS - GENERAL SALES CONDITIONS

Article 1. Scope. These general conditions shall apply to all sales and deliveries by BVBA CASALIS, to the exclusion of any other condition of the buyer or client, save for a written signed exemption signed by BVBA CASALIS. BVBA CASALIS's confirmation of an order may never apply or be considered as such an exemption. The buyer shall expressly declare having acknowledged these general conditions and accepted them.

Article 2. Delivery times. The delivery times are provided solely for illustrative purposes and shall not be binding upon BVBA CASALIS. Late deliveries shall not give rise to any entitlement to compensation nor to the termination of the agreement.

Article 3. Delivery, storage, shipment, risks and transport. All risks are transferred to the buyer as soon as the agreement is concluded. Products due to be delivered or collected shall invariably be stored at the risk of the buyer. Unless expressly agreed otherwise, the products shall always be delivered "EX WORKS". The buyer shall be considered by rights to have accepted the products and have checked them for conformity purposes and for visual defects before they leave the stores. The products shall be invariably shipped at the risk of the buyer, even when these operations are carried out carriage-paid and without using our own services. The transport costs and risks shall be borne in full by the buyer/client. No returns shall be accepted without the prior permission of the shipper.

Any INCO terms used shall invariably be interpreted in accordance with the English text of the International Chamber of Commerce, published in the ICC brochure, 1990, N° 460, ICC Publishing.

Article 4. Cancelling the agreement. Any cancellation of an order and/or a contract has to be notified by a registered letter. This shall be valid only when we have accepted this in writing. Should the client cancel the order and/or contract before any fulfilment of the order and/or contract, the customer shall be required, within eight days after the cancellation, to pay compensation for the cancellation, involving a set amount estimated at [25%] of the total value of the order and/or contract, on the understanding that we shall use all the legal measures where necessary to prove the actual damage if the total value is higher. When the order and/or contract is cancelled after the agreement has started to be implemented, the client shall be required, within eight days after the cancellation, to pay a cancellation fee involving a set amount estimated at [75%] of the total value of the order and/or contract, on the understanding that we shall use all the legal measures where necessary to prove the actual damage if the total value is higher. When the order and/or contract are cancelled after the agreement has started to be implemented, we shall be invariably entitled to compel the customer to implement the relevant agreement, supplemented by compensation where appropriate.

Article 5. Force majeure. Should BVBA CASALIS be compelled, as a result of a circumstance deemed by law or custom to be a force majeure, or as a result of any other circumstance outside its control, to proceed with the complete or partial suspension of the fulfilment of one or more order, the buyer shall not be entitled on this ground to seek the entire or partial cancellation of the order, nor to claim any compensation

What is more, BVBA CASALIS shall retain the right, if it is not possible to implement the agreement owing to a force majeure, strike, lock-out,, to cancel the agreement without any compensation being claimed from BVBA CASALIS.

Article 6. Obligation to examine, defects, reporting complaints. At the time of delivery and/or

acceptance, the buyer needs to examine the products and accessories to see if they conform with the requirements and if there are any visible defects. Any complaint about visible defects or the conformity of the delivered item and its accessories should be expressly notified by registered letter within five days after the products have been received, under pain of inadmissibility, without prejudice to the fact that transport operations shall be invariably be undertaken at the risk of the buyer and BVBA CASALIS may never be held liable for any damage during transport. Any hidden defects should be notified to us by registered letter within eight days after their discovery, on pain of the complaint not being admissible. In the event of the consignment not conforming with the requirements, visible or hidden defects, the buyer may not use, process or resell the products and needs to take all steps to keep the products in their original state at the buyer's own expense and on pain of the inadmissibility of the complaint.

Article 7. Liability. BVBA CASALIS may not be held liable for any direct or indirect damage attributable to an imperfect description, at the time the order was made, of the standards and quality requirements the product has to meet.

Three percent dimensional deviations are regarded as normal and may not give rise to any complaints or any response to our cost. Defects in the products delivered do not provide any entitlement to cancel or reduce the contract, with our liability being confined to replacing the non-conforming goods free of charge.

Article 8. Payment. Unless otherwise agreed, all our accounts and invoices shall be paid at our company's main registered office. This right shall not be relinquished by drawing a bill of exchange on the buyer. Unless otherwise specified, any taxes shall be chargeable to the buyer. Unless otherwise specified in writing, our invoices shall be paid net 30 days after the invoice date. A failure to pay an invoice on its due date shall result in the payable balance of all the other invoices, immediately becoming payable by rights, even those that have not reached their due date. Should the due date be exceeded, the company shall be entitled by rights and without any prior notice to compel the buyer to pay interest equal to 12% a year; In addition to the payment of interest, a set amount of compensation shall also be payable by rights and without any prior notice. Pursuant to article 1152 of the Civil Code, this compensation shall be estimated by the parties at 12% of the amount of the invoice, including VAT, involving a minimum of Euro 124 and a maximum of Euro 1,859.

Article 9. Protest. Any protest about the invoice needs to be made by registered letter within eight days after the invoice date, on pain of the inadmissibility of the protest. The buyer shall be required always to mention the invoice date and number.

Article 10. Reservation of title. The products shall continue to be the property of the seller as long as the buyer has not paid the purchase price due in full, even when the products have been processed.

Article 11. Period of limitation. The buyer/client needs to submit any claim about the validity, implementation or interpretation of the agreement by means of a writ of summons within one year starting from the date of this agreement, without prejudice to the provisions in article 6. This period shall not be stopped or suspended as a result of any negotiations or applications for the adoption of interim measures.

Article 12. Applicable law and jurisdiction. The conclusion, validity, implementation or interpretation of this agreement shall be governed by Belgian law, to the exclusion of the Uniform Law of Sale or any law that subsequently replaces this. Any directly, indirectly or obliquely related disputes shall be settled by the competent courts

within the Kortrijk district, or any other competent court according to the seller's choice