

**GENERAL CONDITIONS:**

I. Definitions and Interpretation

1.1. The definitions and interpretations of terms in these Provisions and Conditions are as follows:

"BUSINESS DAY" a day (other than a Saturday, Sunday or public holiday) when banks in Belgium are open for business.

CONTRACT: the contract for the delivery of goods and supply of services;

CUSTOMER: the person or legal entity who accepts a quotation of the supplier in writing for the delivery of goods and/or supply of services;

"GOODS/SERVICES": the goods (including any partial delivery or parts thereof) which the supplier must deliver in accordance with these Conditions (and "goods" shall be interpreted accordingly) and/or the specified services that are to be supplied;

"GROUP": in relation to a company, refers to that company, its subsidiaries, its holding companies and their subsidiaries;

"PROVIDED MATERIALS": all the documents provided by the customer with regard to the goods/services and any other materials, data or information;

"SUPPLIER": NV AGGERES (registered in Belgium in the KBO [Belgian Companies House] under number 838.905.785);

"CONDITIONS": the standard conditions provided in this document which (unless the context requires otherwise) include all special terms agreed between the customer and the supplier in writing;

"IN WRITING", and all similar Terms and Conditions, includes mail, e-mail messages by fax, electronic mail and other forms of electronic communication.

1.2 The headings in these Terms and Conditions are provided exclusively for convenience and shall not affect their interpretation. These general terms and conditions prevail over all other (purchase) conditions that are agreed upon.

2. The delivery/supply

2.1. The supplier shall deliver the goods and the customer shall buy these and/or the supplier shall supply the specified services to the customer in accordance with the quotation of the supplier in writing (or as otherwise agreed between the parties in writing), which are always subject to these Terms and Conditions, which will govern the business relationship to the exclusion of other conditions.

2.2. No modification of these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the customer and the supplier.

2.3. The employees or agents of the supplier are not authorized to make proposals concerning the goods/services, unless this shall be confirmed in writing by the supplier.

2.4. Any advice or recommendations provided by the supplier or his employees or agents to the customer or its employees or agents concerning storage, processing or use of the goods or concerning supplying the specified services which were not confirmed in writing by the supplier, shall be performed or acted upon entirely at the sole risk of the customer, and the supplier shall therefore not be liable for any such advice or recommendations that have not been confirmed as such.

2.5. Typographical or administrative or other errors or omissions in the sales literature, quotation, price list or acceptance of an offer, invoice or other document or other information coming from the supplier will be subject to the possibility of a correction without any liability on the part of the supplier.

3. Orders and specifications

3.1. None of the orders submitted by the customer shall be deemed to have been accepted by the supplier unless and until this has been confirmed in writing by the authorized representative of the supplier.

3.2. The customer shall be responsible towards the supplier for the accuracy of the terms and conditions of any orders for goods/services (including thereby any applicable specification), that are to be charged to the customer, and to provide all necessary information to the supplier concerning the goods/services within a sufficient length of time, in order to allow the supplier to carry out the contract in accordance with its Terms and Conditions. The customer must ensure the accuracy of all the provided materials.

3.3. The quantity, quality and description of goods and each specification thereof, or of the specified services to be provided, must be included in the quotation (or as otherwise agreed in writing between the parties).

3.4. The supplier reserves the right to make changes in the specification of the goods, where he is required to meet the applicable statutory or E.U. provisions or, when the goods are to be delivered according to specifications of the supplier, which will not materially affect their quality or performance;

3.5. No order which was accepted by the supplier may be cancelled by the CUSTOMER, except with consent of the supplier in writing and provided that the supplier shall be compensated altogether for all losses (including lost profit), costs (including costs for labour hours and materials used), damages, costs and expenses incurred by the supplier as a result of the cancellation, which are calculated as fixed amount of 40% of the order amount.

#### 4. Price of the goods/services

4.1. The price of the goods/services is the price indicated by the supplier in his quotation. All quoted prices remain valid for 30 days only or until earlier acceptance by the customer, upon expiration of which period these may be changed by the supplier without having to inform the customer hereof.

4.2. The supplier reserves the right to inform the customer in writing for the delivery of goods and/or the supply of the specified services, about an increase of their prices, to compensate for any cost increase the supplier incurred due to factors that are beyond the control of the supplier (such as, without limitation, possible changes in exchange rates, financial measures, changes of duties and taxes, substantial increases in labour costs, materials costs and other costs), changes on request of the customer in the delivery dates, quantities, specifications of goods/services or failure by the customer to provide the supplier with adequate information or instructions.

4.3. Except as provided elsewhere in the written documents of the supplier, all prices for goods by the supplier identified for delivery ex works and where the supplier agrees with a different delivery than ex works, the customer must commit to pay to the supplier the costs of transport, packing and insurance.

4.4. The price is exclusive of any applicable value added tax, which the customer is required to pay to the supplier.

#### 5. Payment Terms

5.1. If there are only goods to be delivered, the customer must proceed to full payment preceding the delivery or supply, after which the supplier shall confirm the customer's order.

5.2. Where goods and specified services or specified services only, must be delivered, 50 % of the total quotation (including the amount of VAT and delivery costs) is payable upon acceptance of the quotation by the customer, 30 % of the total quotation is payable before shipping, and the balance is payable immediately after completion of the services specified in the quotation.

The client commits not to retain any balance that is greater than the works that still need to be carried out based on the quotation

5.3. If the customer fails to make a payment on the due date then the supplier is entitled, without waiving his rights or remedies, to:

5.3.1. cancel the contract or to suspend the further delivery of goods or supply of services to the customer and to claim the fixed amount referred to in 3.5.

5.3.2. claim any payment made by the customer for the goods/services (or under any other contract between the customer and the supplier for delivered goods or supplied services) that the supplier deems appropriate (notwithstanding alleged claims by the customer), and

5.3.3. charge the customer interest (both before and after any judgement) on the unpaid amount at a rate of 3 percent per year over that of the " Euro Interbank Offered Rate (EURIBOR) "at the relevant moment in time with a minimum of 4%, until full payment is made (a part of a month shall count as a full month for the purpose of calculating interest) or an interest as provided for this in the Late Payment of Commercial Debts Act of Belgium. To claim in addition a penalty for damages of 10 % of the price.

#### 6. Delivery of goods/provision of specified services

6.1. The delivery of the goods to the customer shall be considered having taken place when the goods have been picked up at the supplier after the supplier has notified the customer that the goods are ready to be picked up or if some other location of delivery of the goods was agreed upon by the supplier where the supplier would deliver the goods.

6.2. Each date specified for delivery of the goods is only approximate. However, the supplier shall not be liable, on any grounds whatsoever, for delays in the delivery. The delivery date is not essential to the contract, unless previously agreed upon in writing by the supplier. The goods can be delivered by the supplier on the specified delivery date upon reasonable notice to the client.

6.3. If the supplier fails to deliver the goods for any reason other than due to any cause of being beyond the reasonable control of the supplier or due to an error of the customer, and the supplier shall therefore be liable to the customer, then the liability will of the supplier shall be limited to the additional costs (if any) incurred by the customer (at the most economically advantageous market) of similar goods to replace the undelivered ones.

6.4. If the customer fails to take receipt of the goods to be delivered or fails provide the supplier with adequate delivery instructions for the established time of delivery (otherwise than for reason of any cause beyond the reasonable control of the customer or due to a fault of the supplier) then the supplier is entitled, without limiting any other right or remedy, to:

6.4.1. store the goods until the actual delivery and to charge the customer for the reasonable storage costs (including insurance) or

6.4.2. to sell the goods at the best possible immediately obtainable price (after deducting all reasonable costs for storage and sale) and to make the customer aware of the contracted price being exceeded or to charge the customer for any deficit in relation to the contracted price.

Or to claim the fixed amount set out in 3.5.

6.5. Where the supplier must provide the customer with specified services, these services shall be provided in accordance with the quotation and:

6.5.1. The customer must provide the supplier with all necessary documents and material, and all necessary data or other information concerning the specified services, at his own expense and with sufficient advance notice to allow the supplier to provide the specified services. The customer must verify the accuracy of all the provided material; and

6.5.2. The customer must keep duplicates of the provided material at his own expense. The supplier shall not be liable for any loss or damage irrespective of cause. The customer shall only bear the risk for all outgoing material from the moment of delivery to the customer or for their order.

6.6. If the contract includes the supply of services, the Customer will clear the yard at the agreed time, so that the services may be carried out by the supplier. If the supplier is prevented by the Customer, beyond his control, to carry out his services at the agreed time, he shall be able to, immediately and without notice, demand a penalty of 0,5% of the total amount per day of delay.

## 7. Risk and ownership

7.1. Risk of damage or loss shall pass to the customer from the time of delivery.

7.1.1. If the goods are to be delivered on site at the supplier, this applies to the time that the supplier notifies the customer that the goods are available to be picked up or

7.1.2. If the goods are to be delivered otherwise than on site at the supplier, this applies to time of delivery or, if the customer fails to take delivery of the goods, this applies to the time that the supplier has offered the goods for delivery. The present article 7 must be interpreted as expressly and in writing agreed upon retention of title in favour of the supplier.

7.2. Notwithstanding delivery and passing of the risk for the goods or any other provision of these Terms and Conditions, the ownership of the goods does not pass to the customer until the supplier has received cash payment or the amounts were transferred for the full price of the goods and for all other goods agreed to be sold by the supplier to the customer for which the due date of the payment has expired,

7.3. Until the moment when the ownership of goods passes to the customer, the customer must administer the goods as agent and bailee of the supplier and he must keep the goods separated from those belonging to the customer and third parties and keep them stored properly, as well as protect, insure and mark them as the property of the supplier.

7.4 Until such time as ownership of the goods passes to the customer (and provided the goods still exist and have not been resold), the supplier may demand at any time from the customer to deliver the goods to the supplier and, if the customer fails to do so immediately, he may access the premises of the customer or those of third parties where the goods are stored, and repossession the goods.

7.5 The customer is not entitled to pledge any of the goods, which remain the property of the supplier, or to set a lien on them or burden them in any way by way of guarantee for any indebtedness, but, if the customer does so, all amounts of money (without waiving any other right or remedy) owed by customer to the supplier shall become immediately due and payable.

## 8. Rights for provided materials and outgoing materials

8.1 Property rights and copyright, or other intellectual property rights for:

8.1.1 outgoing materials (unless agreed otherwise in writing between the customer and the supplier) belong to the supplier, subject only to the right of the customer to avail of the outgoing material to use the outgoing materials for the specified services.

8.2 The client guarantees that the provided materials and their use by the supplier to provide the specified services, shall not result in an infringement on copyright or other rights of third parties and the customer shall indemnify the supplier against any losses, damages, costs or other claims which would result from infringements.

## 9. Warranties and liability

9.1 Depending upon the following provisions the supplier warrants, that the goods/services at the time they are delivered, shall match their specifications and shall be free from material and processing defects for a period of 12 months from the date they came into use or of 12 months after delivery, depending on which of the periods occurs first.

9.2 The warranty mentioned above is provided by the supplier, depending on the following conditions:

9.2.1 The supplier shall not be liable for defects arising from wear and tear, wilful damage, abnormal conditions of use, negligence with regard to the instructions of the supplier (both oral and written), misuse, alterations, or repairs of the goods without the consent of the supplier, negligence concerning proper storage of the goods, negligence in the use and/or for improper use of the goods.

9.2.2 The supplier is not liable under the above warranty (or under any other warranties or warranty conditions) if the full price for the goods or specified services was not paid by the payment due date;

9.2.3 The warranty mentioned above does not extend to parts, materials or equipment that were not produced by the supplier. Concerning those the customer is entitled to the guarantee or warranty which the manufacturer has provided to the supplier and which is transferred by the supplier to the customer.

9.3 The supplier guarantees to the customer that the specified services are provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the quotation and at the intervals and within the period referred to in the quotation (or as otherwise agrees in writing between the parties).

9.4 Conditionally, as expressly provided for in these Terms and Conditions, and except where the goods/services are provided to a person who is acting as a customer (Belgian Trade Practices Act), all warranties, conditions or other terms mandated by statutory law or by common law, are excluded to the highest extent allowed by law. Barring the generally applicable regulations concerning public order and good faith, the Supplier is not obliged to compensate for any damages, of any sort whatsoever, direct or indirect, including economic loss to movable or immovable property, or to persons, both at the customer and at third parties.

9.5 A claim by the customer which is based on defects in the quality or condition of the goods or them not being in accordance with the specifications, must (if the delivery was or was not refused by the customer) be notified to the supplier within seven days from date of delivery. Upon such notification, the customer must, at his own expense, return such goods for examination to the supplier. If, after examination, the goods are found to be defective or not in accordance with the specifications, then the supplier must (in addition to the other provisions of these Terms and Conditions) refund to the customer the reasonable costs for transport. If the delivery was not refused, and the customer fails to notify the supplier, the customer is not entitled to reject the goods and the supplier is not liable for such a defect or negligence and the customer will be obliged to pay the price as if the goods were delivered in accordance with the contract.

9.6 Where a valid claim is notified to the supplier regarding one of the goods, based on a defect or not being in accordance with the specification, the supplier may, in accordance with these Terms and Conditions, replace the goods (or the part in question), at the discretion of the supplier, free of charge, refund to the customer the price of the goods (or a proportionate part of the price), in which case the supplier shall have no further liability towards the customer.

9.7 The supplier shall have not be liable, neither under the warranties contained in 9.1 and 9.3 or otherwise, for any loss, damage, costs, expenses or other claims for compensation for damages arising from supplied materials or

instructions provided by the customer, which are incomplete, incorrect, inaccurate, illegible or incoherent or in the wrong format, or arising from their late arrival or non-arrival, or from any other negligence by the customer.

9.8 It is the responsibility of the customer to at all times take care that the goods are used in the right way, maintained and repaired and always in a way that the use of the goods by the customer shall not cause any damage or loss to their location.

9.9 The supplier is not liable towards the customer (in particular, but without restricting the severity of this clause) in relation to damage or loss caused by overwhelming/extreme floods, impact damage, involvement by third parties (e.g. vandalism) for loss of profit or for indirect, special, or consequential loss or damage, costs, expenses or other claims for compensation for whatever reason (whether or not caused by negligence of the supplier, its employees or agents or otherwise) which shall arise out of or in connection with the delivery of the goods or the supply of services (including those delays in delivery or supply, or omissions in the delivery of goods pursuant to the contract or whatever), or their use by the customer and the total liability of the supplier under the contract, except as expressly provided for in these Terms and Conditions.

9.10 The supplier is not liable towards the customer or is deemed not to infringe because of delays or negligence in performance, regardless of any obligations of the supplier concerning the goods/services, if the delays or negligence were due to any cause beyond the reasonable control of the supplier. Without limiting the foregoing, the following shall be considered as lying beyond the reasonable control of the supplier:

9.10.1 Acts of God, storm, fire or accident;

9.10.2 war or imminent threat of war, revolution, riots, civil strife or confiscations;

9.10.3 Laws, restrictions, regulations, internal regulations, prohibitions or measures of any kind issued by governmental, parliamentary or local authorities;

9.10.4 import and export regulations, embargoes;

9.10.5 strikes, lockouts or other industrial actions or trade disputes (with or without involvement of employees of the supplier or of third parties);

9.10.6 difficulties in obtaining the raw materials, labour, fuel, spare parts or machines;

9.10.7 power failure or breakdown of machinery.

## 10. Compensation/Access to the premises

10.1 If a claim is filed against the customer that the goods or their use or resale, would infringe on patents, copyrights, designs, trademarks or other industrial or intellectual property rights of other persons, then the supplier must, unless the claim arises from the use of a customer supplied drawing, design or specification, compensate the customer for any losses, damages, costs and expenses awarded against or incurred by the customer in connection with the claim, or paid or agreed to be paid by the customer to settle the claim, provided that:

10.1.1 the supplier is entirely put in charge of the procedures and negotiations related to the claim;

10.1.2 the customer shall provide the supplier with all reasonable assistance concerning such proceedings or negotiations;

10.1.3 except in the case of a final judgement, the customer may not pay out nor accept the claim nor endanger such proceedings without the supplier's permission (which shall not be withheld unreasonably);

10.1.4 the customer may not do anything that would or could invalidate any insurance policy or coverage by insurance, which could the customer could have relating to such an infringement, and this compensation shall not apply to the extent that the customer recovers amounts under such policy or coverage (for which the customer shall do his utmost);

10.1.5 the supplier shall have the right to benefit of this and the customer shall account to the supplier for all damages and expenses (if present) that are awarded in favour of the customer which are payable by or agreed with the customer's consent (which consent shall not be withheld unreasonably) to be paid by other parties concerning such claim; and

10.1.6 without limiting obligations of the customer according to common law, the supplier may require to take such steps which the supplier may reasonably require, to mitigate or reduce such losses, damages, costs or expenses, for which the supplier, under this clause, is liable to compensate the customer.

10.2 If the Customer from a third party should receive any claim for damages regarding the product, the Customer must respond to this Claim under the same conditions as stated in 10.1.

10.23 If the specified services must be provided on-site at the customer, the customer must provide adequate access to the premises in order to enable the supplier to perform the contract. The customer must fully compensate the supplier for all damages or injury caused to the supplier or his employees, contractors or otherwise regarding the provision of the specified services on-site at the customer and must provide for appropriate insurance in respect thereof and must maintain this.

## 11 Termination

#### 11.1 In case that:

11.1.1 the customer enters into a court-ordered arrangement with his creditors or (with an individual or private firm) goes bankrupt or (with a public company) enters into a court-ordered arrangement with creditors or similar proceedings or goes into liquidation (otherwise than for the purpose of reaching a merger or restructuring), or that a reorganisation takes effect with respect to the customer (under the Belgian "Act on the continuity of companies" or the Belgian Insolvency Act); or

11.1.2 a mortgagee takes possession or a receiver is appointed for property or assets of the customer; or

11.1.3 the customer stops or threatens to stop pursuing the case; or

11.1.4 the supplier reasonably foresees that any of the cases mentioned above is about to take place with respect to the customer, and, that this provides the customer therefore with relevant knowledge; or

11.1.5 the customer violates essential provisions of the contract, which cannot be remedied or, if capable of being remedied, are not being remedied within 14 days after the supplier has given written notice to the customer of any such violation, the supplier may, without limiting any other right or remedy at the disposal of the supplier, immediately cancel the contract or suspend any further delivery of goods or supply of services under the contract, without any liability towards the customer, and, if the goods/services were provided but their price was not paid, the price shall be immediately due and payable, notwithstanding any prior agreement or arrangement to the contrary.

#### 12 Consequences of a termination

12.1 Upon termination of the contract, for any reason, the following additional conditions shall apply;

12.1.1 the customer must return all materials of the supplier, which were not fully paid for. If the customer fails to do so, the supplier may access the customer's premises and take possession of these. Until they are returned, the customer shall be entirely responsible for their safekeeping and may not use them for any purpose not related to this contract; This clause applies as explicit article concerning the retention of title which is deemed to have been concluded in writing by agreement prior to delivery so as to be this way enforceable against the customer or any potential receiver.

12.1.2 acquired rights and remedies of the parties shall not be affected by the termination, including the right to claim compensation for damages concerning each breach of contract that existed on or before the expiration or termination date; and

12.1.3 clauses that haven an express or implicit effect after termination shall remain in full force and retain their effect.

#### 13 General

13.1 Neither party may, without the prior written consent of the other (where such consent may not be withheld unreasonably, be made conditional or be delayed), assign, transfer, mortgage, burden, place in receivership or negotiate in any other way using the contract, or rights and obligations under or arising from the contract (or from any document being referred to herein) or intend to do any of these things or to subcontract them or to delegate to third parties or agents in any way any or all obligations under the contract. However, each party shall be free to act in such a way with other companies in its group without prior written consent being required.

13.2 A notice that is required or permitted to be sent by one party to the other under these provisions, must be addressed in writing to the other party his registered headquarters or his principal business address or such other address as may be communicated at the appropriate time in accordance with this provision, to the party shall be sending out the notice.

13.3 Any notice shall be deemed to have been duly received:

13.3.1 if delivered personally, when left at the address referred to in this clause, or

13.3.2 if sent by franked mail or by registered mail at 9:00 am on the second business day after posting it or

13.3.3 if delivered by a commercial courier, on the date and time which have been signed for on the delivery receipt of the courier, or

13.3.4 if sent by fax or e-mail, on the business day following the transmission.

13.4 the provisions of clauses 13.2 and 13.3 shall not apply to service of process or any other documents in legal proceedings.

13.5 The supplier not renouncing a breach of contract by the customer, may be construed as a waiver of any subsequent breach of the contract or of any other provision.

13.6 if provisions in the contract (or parts of any provision) are found by any court or other authority having a competent jurisdiction invalid, to be invalid, unlawful or unenforceable, these provisions or partial provisions, to the

extent that is required, shall be deemed to be no part of the contract, and the validity and enforceability of the remaining provisions shall not be affected.

13.7 If provisions in the contract (or parts of any provision) are found to be illegal, invalid or unenforceable, the provisions shall be applicable with the minimal alteration necessary to make these provisions legal, valid and enforceable.

13.8 The contract is governed by the applicable laws of Belgium and the customer agrees to submit to the exclusive jurisdiction of the Belgian courts, those of the judicial district of Antwerp

13.9 Nothing in the contract is intended or shall be deemed to constitute a partnership or joint venture of any kind between the parties, nor shall any party be the agent of another party for a particular purpose. No party shall have authority to act as agent for another party, or to bind the other party in any manner.

13.10 A person who is not a party to the contract shall not have any rights under or in connection with the contract.