

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Clause 1 Scope and Application**

The present general terms and conditions apply to all quotations, orders, sales agreements and deliveries of, with and by Werkhuizen LAPAUW N.V. They constitute an integrated part of any agreement entered into with the Customer. The general terms and conditions of the Customer are explicitly excluded, even if the latter are communicated upon notification of the present terms and conditions. The Customer who places an order with our company unconditionally accepts the present general terms and conditions. In case of disputes about the interpretation of the present general terms and conditions, the Dutch text will prevail.

### **Clause 2 Quotations / Orders**

2.1. All price quotations of Werkhuizen LAPAUW N.V. give an approximation of the actual price. Our prices, tariffs and offers are noncommittal and without any engagement on our behalf. All prices are exclusive of VAT, ex works, except when specified otherwise. The Customer will bear all legal charges and taxes.

2.2. The proof of a purchase-sale can only be furnished by means of an order accepted in writing by Werkhuizen LAPAUW N.V. Acceptance of the order can also come about by simple e-mail. Nevertheless, the Customer is legally bound by a verbal order.

2.3. Any agreement shall be considered as a whole, even if specific delivery dates have been determined for certain goods.

2.4. In the event of a financed sale, the present sale is concluded under the condition precedent that the Customer obtains the financing within one month or another maximum term agreed upon between the parties. In case the Customer should not obtain the financing, Werkhuizen LAPAUW N.V. reserves the right to claim damages from the Customer as compensation for the administrative costs, which compensation is fixed at € 150.00, any surplus claim shall be proved by Werkhuizen LAPAUW N.V.

### **Clause 3 Delivery Modalities / Receipt**

3.1. Delivery periods are approximate and not binding for Werkhuizen LAPAUW N.V., unless it has been agreed explicitly and in writing in advance that observance of these terms is essentially binding. In all events, delivery periods will be prolonged in the event of late sending of documents and information indispensable for the good execution of the order, even if this delay cannot be attributed to the Customer. Circumstances such as fire, strike, lock-out, explosions, heavy snowfall, flood, machine failure, scarcity of energy, base materials, material, manpower or means of transport, accidents, exceptional traffic jams, import and export restrictions, ..., as well as any circumstance that might delay the execution of the agreement, either with our company or with our suppliers or subcontractors, will in any event be considered as force majeure. Force majeure gives Werkhuizen LAPAUW N.V. the right to break the contract, in all or in part, or to suspend the execution thereof, without any right to damages on behalf of the Customer.

3.2. Changes made to the order on the authority of the Customer automatically bring along that the initially proposed delivery terms expire.

3.3. Except when stipulated otherwise in writing late delivery gives the Customer no cause to refusal of the goods, nor the right to unilaterally repudiate the agreement.

3.4. Delivery takes place in the workshops of Werkhuizen LAPAUW N.V., prior to departure. The Customer recognizes to be fully informed about all characteristics and technical specifications typical of the purchased goods. If the Customer has not taken receipt of the goods within 48 hours as from the notification of availability all further costs for storage and the like will be at his expense. If the goods are not collected within 14 days as from the communication of availability, Werkhuizen LAPAUW N.V. reserves the right to repudiate the sales contract in accordance with the stipulations of clause 9.1. of the present general terms

and conditions.

3.5. Unless when agreed upon otherwise in writing, all costs of transport, dispatch, loading and unloading are at the expense of the Customer, even if these acts take place at the initiative of Werkhuizen LAPAUW N.V. with its means of transport by its appointees and/or execution agents. The goods always travel on the responsibility and at the risk and peril of the Customer, even if they have been sold carriage paid.

#### **Clause 4 Transfer of Property and Risks**

4.1. The Customer only becomes the owner of the goods delivered by Werkhuizen LAPAUW N.V. at the moment he has met all payment commitments with regard to Werkhuizen LAPAUW N.V., including the ones resulting from other transactions. The Customer recognizes that this clause of retention of title has been brought to his knowledge and has been accepted by him prior to delivery of the goods. Having regard to the retention of title, the Customer is not allowed to alienate the sold goods before payment is full has been made and this under penalty of additional fixed damages, amounting to half of the price of the delivered goods. In case the Customer might, in spite of this retention of title, nevertheless proceed to alienation to a third party, the Customer assigns his claim for payment of the price resulting from the alienation in guarantee to Werkhuizen LAPAUW N.V., this in guarantee of payment in full by the Customer.

4.2. Pawning unpaid goods or goods that are the property of Werkhuizen LAPAUW N.V. or giving the same in guarantee is only allowed upon explicit approval by Werkhuizen LAPAUW N.V. The Customer shall inform Werkhuizen LAPAUW N.V. of any attachment on such goods within the shortest delay.

4.3. The stipulations of clause 4.1. do not prejudice the transfer of risks. As from the order of the goods by the Customer, the latter supports all risks, including events of force majeure and destruction. Storage of the goods in expectation of delivery or collection takes place at the risk of the Customer.

#### **Clause 5 Conformity**

5.1. Receipt of the goods covers obvious flaws of the goods. Obvious damage shall be mentioned on the delivery note. In case the flaws are noticed on the occasion of the transport, they shall also be mentioned on the transport document under penalty of dissolution. When the Customer refuses to sign the delivery note, the goods are considered to be accepted barring written and motivated protest by the Customer within 24 hours as from the presentation of the delivery note.

5.2. Complaints with regard to hidden flaws are only admissible provided they are sent by sufficiently motivated registered letter brought to the notice of Werkhuizen LAPAUW N.V. within the term of one year as from the delivery of the goods and this always within 15 calendar days upon discovery of the flaw. The onus of proof of the timeliness rests with the Customer. After expiration of this term, all deliveries shall be considered as irrevocable and fully accepted. Legal claims shall be brought in within two months upon discovery of the flaw under penalty of dissolution, unless an expert is appointed in common and amicably in view of gathering technical advice, in which case this term is extended with the duration of the expert's appraisal.

5.3. In the event of non-conformity or an admissible and well-founded complaint with regard to hidden flaws, Werkhuizen LAPAUW N.V. will, to its own discretion, either replace or repair the faulty goods within a reasonable term, all of this without right of the Customer to any additional damages. In no event can Werkhuizen LAPAUW N.V. be held responsible for indirect damage, such as compensation for loss of use or damage caused to persons or objects or damage suffered by third parties, nor for any other consequential damage.

5.4. Complaints, even if well-founded, do not give the Customer the right to suspend the execution of any other contract concluded with Werkhuizen LAPAUW N.V.

## **Clause 6 Guarantees On The Part Of The Customer**

Werkhuizen LAPAUW N.V. reserves the right to claim guarantees from the Customer in payment of the purchase price, and this both before and during the execution of the agreement. The costs for the creation of these guarantees are at the expense of the Customer.

## **Clause 7 Guarantees On The Part Of Werkhuizen LAPAUW N.V.**

7.1. Except in cases of wear, incorrect maintenance or incorrect use of the goods, Werkhuizen LAPAUW N.V. gives a guarantee on the goods it delivered and their parts for construction defects during a period of 1,800 service hours, without the guarantee exceeding the term of one year as from the delivery. This guarantee will only be given in as far as the Customer has strictly observed the procedure described under clause 7.2.

7.2. The Customer who wishes to appeal to the present guarantee shall transmit a standard form ("Lapauw Application for Guarantee") by fax to Werkhuizen LAPAUW N.V., this within the period commencing with the notification of the written order of a spare part and ending at the very latest one month after the dispatch of the spare parts by Werkhuizen LAPAUW N.V. Upon receipt of the approved Lapauw Application for Guarantee, the Customer shall send the parts to be replaced together with a copy of the aforementioned standard form to the registered office of Werkhuizen LAPAUW N.V. within a period of two months.

7.3. Werkhuizen LAPAUW N.V. will not indemnify the costs for the dispatch of the parts that have to be replaced.

7.4. Upon approval by Werkhuizen LAPAUW N.V. of the parts to be replaced that have been sent, the latter undertakes to issue a credit note in the favor of the Customer.

7.5. The following are not covered by the guarantee mentioned in clause 7.1.: consumable goods (such as e.g. felts, batches, ribbons, belts, sealings, ... without this enumeration being exhaustive), or damage caused by transport of the goods. The guarantee such as mentioned under clause 7.1. immediately expires as soon as the goods, or parts thereof, have been transformed or treated without our intervention and approval, or have been resold.

7.6. On account of that guarantee, Werkhuizen LAPAUW N.V. can furthermore at the very most be obliged to put spare parts available for the Customer for free in the premises of Werkhuizen LAPAUW N.V. In no event can Werkhuizen LAPAUW N.V. be liable for any damages or can any other sanction or obligation be imposed on it.

## **Clause 8 Modalities of Payment**

8.1. Except when agreed upon otherwise in writing our invoices are payable in cash, net and without discount or set-off, at the address of our registered office at 8501 HEULE, Oude Ieperseweg 139 or into the bank account we will indicate, three days after that Werkhuizen LAPAUW N.V. informed the Customer that the goods ordered are finished and at his disposal for collection, or in the absence of such a written notice, at the delivery.

8.2. Appointees are not authorized to receive payments. All costs of collection and objection of bills of exchange and/or cheques come to the expense of the Customer. The fact that the bills of exchange and/or cheques are presented will not change the place of payment.

8.3. Complaints regarding the invoice shall, under penalty of nullity, be communicated by registered and motivated letter within 8 days after the invoice date, in the absence of which the invoice will be considered as being accepted.

8.4. In case of late payment, the invoice amount or the outstanding balance will, by right and without proof of default, yield a delay interest of 10% per year. In the event of non-payment in all or in part of the debt on the due date, the balance will, after unavailing proof of default, be increased by 12%, by way of fixed damages, with a minimum of €150, even if extension of the term of payment has been granted. Absence of payment on the due date of an invoice brings along nullity of the extension of the term of payment that might be allowed for other deliveries and makes all unmatured invoices immediately claimable. Because of this non-payment in all or in part, Werkhuizen LAPAUW N.V. by right disposes of a right of lien

on the goods that are still located in its workshops, this in guarantee of payment on behalf of the customer.

### **Clause 9 Repudiation / Cancellation**

9.1. Each repudiation, cancellation or annulment of an order or contract, as well as any non-observance of the agreed terms and conditions of payment or any other obligation by the Customer, gives Werkhuizen LAPAUW N.V. a right to damages, of which the fixed minimum sum is determined at 40% of the agreed price, any surplus claim shall be proved by Werkhuizen LAPAUW N.V.

9.2. Werkhuizen LAPAUW N.V. has the right, when clause 9.1. of the present general terms and conditions is applicable, to suspend any further deliveries to the Customer and/or to dissolve all contracts entered into with the Customer, without judicial intervention, without previous proof of default, without damages for the Customer, and all of this without prejudice to the right to damages for Werkhuizen LAPAUW N.V., of which the fixed minimum sum is determined at 40% of the agreed price, any surplus claim shall be proved by Werkhuizen LAPAUW N.V.

9.3. Werkhuizen LAPAUW N.V. has the right to consider contracts with the Customer as dissolved, without judicial intervention and without previous proof of default, without being bound to any indemnification, if the Customer refuses to act upon the stipulations of clause 6 of the present general terms and conditions. This stipulation also applies if, in the course of the realization of the agreement, the financial situation of the Customer changes to such a degree that it should be feared for insolvency, for the loss of guarantees for its claim or if the customer is declared bankrupt.

9.4. If Werkhuizen LAPAUW N.V., in accordance with clause 9.2 or 9.3 of the present general terms and conditions, opts to dissolve the agreement, it has the right to claim back the goods delivered. The full invoice amount increased by the interests, costs and damages clause remains due by the Customer, be it after credit of an amount equal to the actual value of the goods that were taken back.

9.5. Werkhuizen LAPAUW N.V. and the Customer explicitly declare that all claims of whatever nature, present and future, they might have with regard to one another will automatically be compensated between themselves with all debts of any nature, present and future, they might have with regard to one another and this at the moment the respective claims and debts arise, regardless of their claimability. In case of bankruptcy or dissolution of the Customer, or if the Customer applies for the amicable settlement or the judicial reorganization in accordance with the law of 31.01.2009 regarding the continuity of companies, Werkhuizen LAPAUW N.V. will have the right to compensate all claims of any nature, whether or not claimable, still existing at the charge of the Customer at the moment of the declaration of bankruptcy, dissolution or application for one of the procedures of the law of 31.01.2009 by the Customer with the debts that at the same moment still exist at the advantage of Werkhuizen LAPAUW N.V., before any payment whatsoever is made to the general body of creditors of the bankrupt Customer, dissolved Customer or the Customer appealing to the law of 31.01.2009.

### **Clause 10 Software**

Insofar as the scope of delivery includes software, the Customer shall be granted a non-exclusive right to use the delivered software together with the delivery item determined therefore. A use of the software on more than one system is prohibited. The Customer may only duplicate, translate or modify the software in the scope as permitted by law. The Customer agrees not to remove details of the manufacturer's particulars (especially copyright notices) or to alter the without the prio express consent of Werkhuizen LAPAUW N.V. All other rights to the software and the documentation, including the copies thereof, remain with Werkhuizen LAPAUW N.V. or the software supplier. The grant of sub-licenses shall not be permissible.

**Clause 11 Applicable Law / Competent Courts**

All agreements entered into with Werkhuizen LAPAUW N.V. are governed by Belgian law, to the exclusion of the Convention of April 11, 1980 on Contracts for the International Sale of Goods. In case of dispute, the Courts of the judicial district of Kortrijk will have sole competence.