

GENERAL TERMS

1. Derogations from these general terms can only be proved by means of a written document made by VAN HOUCKE S.A., exclusive of any other legal remedy. VAN HOUCKE S.A. considers these terms as known and accepted by the customer. Save special mention, these general terms of VAN HOUCKE S.A. strictly apply, notwithstanding any stipulations to the contrary in the documents of the customer.

2. Only the Belgian law governs the contracts with VAN HOUCKE S.A.

3. In case of any dispute whatsoever, only the courts of the place where VAN HOUCKE S.A. has its registered office (Bruges) are competent, without prejudice to the right of VAN HOUCKE S.A. to submit any cases to the jurisdiction of common law that is territorially competent.

4. Orders from customers shall be binding upon VAN HOUCKE S.A. only following their confirmation in writing.

In the same way, orders accepted by agents of VAN HOUCKE S.A. shall be binding only following written confirmation by VAN HOUCKE S.A. of the same.

5. Orders cannot be cancelled.

If VAN HOUCKE S.A. does accept a cancellation at the customer's request, in exceptional circumstances and subject to an explicit agreement, the customer shall owe a compensation of 30 % of the contract value.

6. Price.

All prices are given without any liability and can be changed without prior notice.

As the products are subject to regular improvements and perfections, VAN HOUCKE S.A. reserves the right to modify any mentions and information in the catalogues as well as any tariffs without prior notice.

7. Payment of the price:

a. Deliveries and performances, and all connected taxes, shall be paid at the registered office of VAN HOUCKE S.A., net cash and without reduction.

b. If the invoice mentions a different expiry date, the payment of such invoice must legally be made on this expiry date at the latest.

c. Any delay in payment renders all amounts due by the customer to VAN HOUCKE S.A. immediately claimable.

This also includes any unpaid debts agreed upon with payment by instalment, other than those for which delay in payment has been recorded.

d. Any delay in payment also entitles VAN HOUCKE S.A. to postpone all deliveries to the customer, both in execution of the present agreement and of any other agreements, until the customer will have paid his entire debt (inclusive of the interests, fixed compensation and collecting charges determined hereunder).

e. In case of non-payment within the fixed period, an interest on overdue payment of 1% per month of the invoice price shall be due legally and without prior formal notice as from the expiry date.

f. Invoices that have not been paid within one week following the expiry date shall be increased legally and without formal notice, by a fixed compensation of 10% with a minimum of 65 € and a maximum of 5.000 €, without prejudice to the right of VAN HOUCKE S.A. to prove higher damages.

Payment on time is the essence of any agreement in which VAN HOUCKE S.A. acts as a party.

Consequently, the above penalty clause strictly applies, as any non-payment disturbs the economy of VAN HOUCKE S.A., irrespective of the number of days the expiry date has been exceeded with.

g. The costs resulting from unpaid bills and dud cheques, and all other collecting charges, are not included in the aforementioned fixed compensations and shall be charged separately to the customer.

8. Times of delivery are only given by way of information, without result obligation, and do not bind the VAN HOUCKE S.A.. Delays certainly do not justify any cancellation of order, any breach of sale, any reduction in price nor any claim to damages whatsoever. VAN HOUCKE S.A. has the right to make partial deliveries.

9. Delivery and apparent defects.

The customer shall inspect the goods immediately and thoroughly upon delivery. Any nonconformity shall be reported by registered mail within 24 hours. On the expiration of this term, it shall definitely and irrefutably be acknowledged that the delivered goods are conformable and free of any apparent defect that could have been detected through a thorough inspection. In case of nonconformity of the delivery, VAN HOUCKE S.A. is entitled to replace the goods or to cancel the agreement without the customer being allowed to claim any compensation whatsoever.

10. Complaints:

a. Complaints regarding deliveries need to be in possession of VAN HOUCKE S.A., under penalty of nullity, by registered mail within eight days upon delivery and in any case before the goods are used or resold.

b. Return sending will only be accepted subject to the prior agreement of VAN HOUCKE S.A. and if they are made free of charges.

c. Verification of the complaint's object shall be made in the presence of both parties within eight days upon receipt of the aforementioned written complaint.

d. The customer cannot put forward any pretext regarding any complaint whatsoever to defer payment.

e. Acceptance of bills and cheques does not imply novation nor diminishes the applicability of the present general terms.

11. Protest:

Protest against this invoice shall be submitted, under penalty of nullity, by registered mail within eight days following the date of the invoice. The date and the number of the invoice must be mentioned in such protest.

12. Right of ownership:

As long as the delivered goods are not paid in full, they remain the property of VAN HOUCKE S.A.

VAN HOUCKE S.A. reserves the right to take them back at the customer's expense, even if he has processed and/or resold these goods. In case of resale, the customer legally assigns the claim upon the resale of such goods, to the benefit of VAN HOUCKE S.A. Nevertheless, once the goods have been delivered, the customer always continues to bear all risks of loss or destruction.

13. Guarantee:

a. The VAN HOUCKE S.A. guarantees the delivered goods during a period of six months following the date of the invoice, i.e. he shall repair for free all parts that gave rise to any defect during that period because of faulty construction, or he shall replace them with other parts (at the option of VAN HOUCKE S.A.).

VAN HOUCKE S.A. shall only act as said above provided that he is informed in writing of such a defect without delay (but at the latest within twenty-four hours) following its detection, and also provided that the defective part is immediately forwarded carriage paid to the VAN HOUCKE S.A., if so desired by the VAN HOUCKE S.A.. The expiration of the period of guarantee puts an end to any obligation of guarantee, to any liability and to any other obligation of the VAN HOUCKE S.A. towards the customer.

b. If the intervention of a mechanic is required to replace or repair the defective part, the usual costs may be charged.

c. The obligations of guarantee due by VAN HOUCKE S.A. can be cancelled in case of injudicious putting into operation and use, normal wear and tear, lack of maintenance or cleaning, unsuitable greasing, wrong dismantling or reassembling of the delivered goods, and also if it is clear that the storing and operating instructions of VAN HOUCKE S.A. have not been observed entirely. Such obligations of guarantee shall also be cancelled in case of evil intent, omission, overloading, presence of strange elements in the mechanism or should unforeseeable circumstances intervene such as e.g. fire, moisture and frost.

d. The obligations of guarantee due by VAN HOUCKE S.A. shall be cancelled if any repair works or alterations have been carried out by the customer himself or by other persons, without the prior authorization of VAN HOUCKE S.A.

e. VAN HOUCKE S.A. reserves the right to subordinate the observance of his obligations of guarantee to the payment of the full price and to the customer's compliance with his obligations.

Consequently, the customer does not have the right to refuse payment because VAN HOUCKE S.A. did not (entirely) observe his obligation of guarantee.

f. The application of the guarantee clause does not start a new period of guarantee.

g. The claims of guarantee shall not exceed the invoice value of the goods in question.

14. If the customer fails to collect the goods on the day mentioned by him, VAN HOUCKE S.A. reserves the right to consider the agreement legally null and void, following the expiration of a term of 15 days and without formal notice. This shall not diminish the right of VAN HOUCKE S.A. to claim damages in pursuance of clause 5 of the present terms of sale in case of cancellation.

15. Storage of the goods in anticipation of their delivery or collection is at the risk of the customer.

16. The goods are forwarded at the customer's risk. Transportation costs are at the customer's expense, unless otherwise stipulated.

17. Repair conditions:

- a. All issued repair offers are valid for one month.
- b. 25 EUR is charged for preparing a repair offer. If you choose VAN HOUCKE S.A. to carry out the repair, you do not have to pay these costs.
- c. During the course of the work it may become evident that additional parts and/or labour is required. In this event, VAN HOUCKE S.A. is entitled to charge reasonable extra fees.
- d. If the repaired goods are not collected within 15 days after completion, VAN HOUCKE S.A. may charge reasonable storage costs. If the repaired goods are not collected within a period of six months following completion of the repair, the customer is supposed to have ceded the goods to VAN HOUCKE S.A., and consequently the repaired goods become legally owned by VAN HOUCKE S.A.
- e. Furthermore, the general terms of VAN HOUCKE S.A. remain fully applicable.

18. VAN HOUCKE S.A. shall be relieved of the obligation of delivery and/or execution in case of operational disturbances, strike, unforeseeable circumstances, accidents and/or government measures. Operational disturbances also include any default by suppliers of VAN HOUCKE S.A., for any reason whatsoever.

In such a case VAN HOUCKE S.A. may either legally break the agreement without compensation or extend the terms of delivery and/or execution for as long as the interruption lasts.

19. VAN HOUCKE S.A. reserves the right to consider the agreement legally cancelled without formal notice, in case of bankruptcy, apparent insolvency or any modification of the customer's legal situation.