

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF LA CONFIANCE NV

1. Applicability of General Terms and Conditions of Sale and Delivery
 - a. The quotations of, orders to and deliveries by LA CONFIANCE NV (hereinafter referred to as "the Seller") with respect to Buyers shall be governed exclusively by these Terms and Conditions, subject to any prior written departures.
 - b. Any reference made by the Buyer to his own general terms and conditions is hereby regarded as nonexistent.
 - c. Should one or more clauses of these Terms and Conditions be void, such voidness shall have no effect on the validity of the other clauses. Any such clause(s) as has (have) no effect shall then be replaced by another clause or other clauses having effect at commercial level.
2. Quotation, Agreement, Prices and Terms and Conditions of Sale
 - a. An agreement with the Seller shall be concluded only if the Seller has confirmed the order concerned in writing.
 - b. Unless mentioned otherwise, the Seller's prices stated on quotations, pricelists and invoices shall be ex works, in EUROS (€) and exclusive of VAT.
3. Term of Delivery
 - a. Any dates and periods stated by the Seller shall only be indicative.
 - b. The Seller shall under no circumstances be held liable for delays in deliveries resulting from force majeure or a foreign cause. Force majeure shall for instance mean (without this meaning being limitative): strike, war, lockout, riot, mobilisation, epidemic, disease, fire, natural disaster, transport rate changes, customs tariffs changes, government measures in general, late delivery by the supplier, strike at the supplier's plant, shortage of workforce, shortage of fuel, destruction of machinery, weather conditions, etc.
 - c. Should the delay in the term of delivery be due to the Seller, the Buyer may terminate the agreement only in accordance with the governing law specified below. The Buyer shall give the Seller notice of default in advance by registered letter. In the event of termination of the agreement, the Buyer shall, however, not be entitled to claim any damages.
 - d. The Seller may do partial deliveries and the customer shall be obliged to take delivery of such partial deliveries and to pay the same.
 - e. Deliveries shall be deemed to take place at the Seller's registered office.
4. Risk Transfer

The risk shall pass to the Buyer as soon as the consignment has been delivered to the (first) person who does the transport or as soon as the consignment has left the Seller's warehouse to be sent to the Buyer. The goods shall be transported at the Buyer's risk. This article shall also be applicable if the transport costs are borne by the Seller. As soon as the Seller has delivered (a part of) the goods, the customer shall be responsible for any and all damage caused to the delivered goods, unless the customer is able to prove that the damage already existed at the time of delivery by the Seller and the customer has given notice thereof in writing within 48 hours from the delivery of the goods. The surveillance of the place where the goods are delivered shall be fully for the Buyer's account.
5. Defects of Delivered Goods
 - a. Within seven (7) working days from the delivery of the goods, the Seller must be informed of any visible defects, as well as of any non-conforming deliveries (including incomplete deliveries), specifying the complaint in detail, by fax or registered letter, in default whereof the delivery shall be regarded as conforming and the goods as having been taken delivery of in perfect condition. This presumption of conformity shall also apply if the Buyer has put the goods into use or has had them put into use, or has sold, treated or processed the same. Hidden defects must be given notice of not later than 14 days after their discovery, and the Buyer undertakes to institute legal proceedings, if any, because of hidden defects within three months from the discovery thereof, both on pain of lapse.
 - b. If all such conditions have been met and the complaint has been found well-founded, the Seller shall undertake to replace the defective goods by new ones or to repair the defective goods. The Buyer shall under no circumstances be entitled to make any other claims than those hereinbefore mentioned. Shall therefore be excluded: price discounts and damages (of any kind whatsoever, both for direct and indirect damage).
6. Returns of Goods and Cancellations
 - a. Goods may be returned only with the prior written permission of the Seller.
 - b. A buyer who cancels his order or refuses to take delivery of the ordered goods shall owe fixed and irreducible damages of 30% of the selling price of the order or delivery, 14 days after the registered demand, without prejudice to higher damages (for instance on account of transport, storage and related costs: such costs must be paid 100% by the customer).
7. Liability

Unless stipulated otherwise and subject to the legal provisions of public order or mandatory law, the Seller cannot be held liable for:

 - a. any accidental damage or damage resulting from force majeure or weather conditions;
 - b. damage caused by a mistake or negligence by the Buyer or one of his appointees, employees or mandataries.
 - c. damage caused by a mistake or negligence by one his own appointees, employees or mandataries.

The Seller shall not be liable for any indirect or unforeseeable loss, such as (without this enumeration being limitative) loss of income, loss of profits, production loss, staff costs. The Seller shall not be liable for damage to third parties, and he shall not be obliged to indemnify the customer in any way whatsoever against any damages, even in the event of a major fault. The damages the Seller might be obliged to pay, shall be limited to 10% of the price, with an absolute maximum of EUR 5,000.00.
8. Reservation of Ownership, Netting and Other Rights of Seller

As long as any and all amounts owned to the Seller, of any kind whatsoever and by virtue of any cause whatsoever, have not been paid in time and in full (principal, interests, if any, penalty and any court costs) by the Buyer:

 - a. the goods shall remain the Seller's property; the Buyer shall put the unpaid goods on first demand at the disposal of the Seller, and authorizes the Seller already now to take the goods back (to have the goods taken back) and to enter the place of storage for such purpose;
 - b. the Seller shall, also after concurrence, be entitled to invoke the right of setoff of any such amounts as the parties may owe each other, for any reason whatsoever and by virtue of any cause whatsoever, to the amount of the smallest amount;
 - c. the Buyer shall be obliged to insure the goods against fire, explosion and water damage, as well as against theft;
 - d. the Buyer shall be forbidden to pledge the goods, whether or not within the framework of a pledge on his business, or to encumber the same in any other way;
 - e. the Buyer hereby assigns any and all claims he has against third parties to the Seller as security for the payment of the latter's invoices;
 - f. the Buyer shall inform the Seller without delay and by fax and registered letter of any and all acts of execution done by one or more creditors with regard to the Buyer in respect of the unpaid goods, on pain of damages of EUR 1,000, without prejudice to higher damages;
 - g. the Seller shall be entitled, without informing the Buyer, to suspend the delivery of any other order, even if such order forms part of another agreement;
 - h. the Seller shall, after the expiry of the due date and without prejudice to his right to claim payment of the invoices, be entitled to claim the termination of the agreement. In the event of termination of the agreement at the charge of the Buyer, the latter shall owe fixed and irreducible damages amounting to 30% of the invoiced goods, without prejudice to any higher damages, should there be reason to (for instance for transport and storage costs, and any related costs: such costs must be paid 100% by the customer).
9. Payment
 - a. Unless stipulated otherwise, the Seller's invoices shall be payable cash at the Seller's registered office.
 - b. The Seller shall be entitled to use any payments made by the Buyer for the oldest outstanding debts (including interests and costs), irrespective of the fact whether the Buyer wishes to use his payment for other outstanding debts. In addition, the Seller shall be entitled to use the payments made by the Buyer first for interests, stipulated damages and other compensations owed by the Buyer to the Seller on the account of other outstanding debts.
 - c. In case of non-payment of one or more invoices on its due date or their due dates, the Buyer shall, *ipso jure* and without notice of default,
 - owe interests of default *per annum* equal to the legal interests (for traders on the basis of the Belgian Act of 2 August 2002), increased by 3%, and this from the date of invoice, calculated from day to day;
 - owe fixed damages amounting to 10% of the invoiced price, with a minimum of EUR 75; such penalty does not cover the costs related to the collection itself;
 - owe reasonable damages for any and all relevant collection charges incurred by the Seller on account of the arrears in payment; such damages shall be taxed conventionally at the total of the following amounts: (1) for the bracket of EUR 0 to EUR 6,250: 15%; (2) for the bracket of EUR 6,251 to EUR 50,000: 10%; (3) for the bracket of EUR 50,001 to EUR 125,000: 7.5%; (4) for the bracket from EUR 125,001: 3%
 - d. Setoffs by the Buyer shall be excluded. The Buyer cannot exercise any right of retention in respect of the unpaid goods either.
10. Governing Law, Place of Performance, Competent Court
 - a. The agreement between the Seller and the Buyer shall be governed by the laws of Belgium.
 - b. The place of performance of the agreement between the Seller and the Buyer shall be the Seller's registered office.
 - c. Any dispute in connection with the validity, formation, performance and termination of the agreement between the Seller and the Buyer shall fall within the exclusive jurisdiction of the Dendermonde (Belgium) Court.