

**1. Preamble**

The present General Conditions of Sale and Delivery shall apply to all documents concluded with QMATEX BV, with registered office at De Spijker 11, B-8540 Deerlijk, CBE n° BE0629.881.970, hereafter the "Seller", except for modifications that may be agreed by the parties in writing. These General Conditions shall apply to the exclusion of all General Conditions appearing on documents issued by the "Buyer".

**2. Quotations**

All our quotations are valid for a period of 30 days from date of issue, unless agreed otherwise in writing.

**3. Formation and Entering into Force of Contracts**

3.1 On receipt of an order, the Seller shall establish a written order confirmation, the date of which the Contract is binding and enters into force. Unless agreed otherwise, Seller's obligations in the Contract constitute an obligation of means.

3.2 Seller executes the Contract provided that all the elements specified hereafter are in his possession:

3.2.1. All technical specifications and/or all information necessary or useful for the execution of the order, as requested by Seller upon order acceptance.

3.2.2. Confirmation by the Buyer that all documents authorizing the importation of all goods ordered are available.

3.2.3. Completion of the contractual down payment and transfer of the total Contract value, also including the installation and start-up charges, in the currency specified in the Contract.

3.2.4. Contractual Letter(s) of Credit and financial guarantees or credit insurance.

3.2.5. Approval of the Contract and the terms of payment by the Belgian Banking and Credit Insurance Institutions.

3.3. If one or more of the conditions of article 3.2 are not fulfilled within the written deadlines, the Seller has the right to review the delivery dates. If one or more of the conditions are still not fulfilled within 6 months after the written deadlines, this will be regarded as cancellation of the Contract by the Buyer, in which the Seller has the right to claim the down payment amount as compensation, notwithstanding the Seller's right to claim additional compensation for the damage actually suffered and for loss of profits. However, the Seller always retains the right to demand compulsory execution of the Contract.

3.4. If the conditions of article 3.2 are not fulfilled within the written deadlines, the Buyer shall bear all extra costs caused by such delay, for instance but without limitation, extra transportation, delay in installation and commissioning.

**4. Prices**

4.1 Unless agreed otherwise in writing, all our prices are ex-works, unpacked, and paid in EUR, these prices exclude VAT/other taxes/import duties. All current and future taxes, additional levies and costs, regardless of their nature, related to the sale, are at the expense of Buyer.

4.2 Any cost for preparation of goods for shipment, loading on trucks or railway carriages as well for adequate packing for land-, sea or air-transport are for the account of and will be invoiced to the Buyer. The packing will not be retrieved.

4.3 The price calculations in all documents are based on the values of wages and materials at the time of the compilation of the written order confirmation. If these should undergo unforeseeable changes, e.g. through government decisions, we retain the right until the time of delivery to amend the contract accordingly.

**5. Delivery Dates**

5.1 The delivery dates are offered for information only and are not binding for the Seller. Under no circumstances, a delay in delivery can give entitlement to compensation or dissolution of the contract.

5.2 Delivery periods stipulated in the Contract start from the date of entering into force of the Contract, according to article 3.

5.3 On request of the Buyer, the Seller shall insure the goods to be stored, at the Buyers expense against personal risks.

5.4 The Buyer waives all recourse against the Seller in the following cases: non-delivery or late delivery imputable to the non-delivery or late delivery by the Seller's supplier, labor disputes and all other circumstances beyond parties' control such as force majeure including (non-exhaustive list): strike, declared or undeclared war, lock-out, riot, pandemic, epidemic, disease, quarantine measures, fire, mobilization, requisition, embargo, terrorist attacks, insurrection, lack of means of transportation or change of transport tariffs, general lack of raw materials and supplies, production standstills and governmental measures.

5.5 If the Seller is unable to perform the contract because of force majeure (see non-exhaustive list above), its obligations are suspended for the duration of the force majeure. The Seller retains the right to terminate the contract without any compensations being claimable, in the event the force majeure event lasts longer than twelve months.

5.6 In case of an unforeseeable event beyond the reasonable control of the Seller which makes performance of its obligations excessively onerous, parties shall negotiate in good faith alternative contractual terms so as to preserve the rights of each party as initially agreed at the conclusion of the Contract. In the event parties do not agree to such alternative contractual terms, Seller is entitled to terminate the Contract without indemnification due for this reason.

5.7 The Seller retains the right to terminate the Contract by force of law and without prior notice of default in the event of the bankruptcy or apparent insolvency of the Buyer as well as in the event of any change in the Buyer's legal status.

**6. Packing and shipping**

6.1 The seaworthy packing for overseas shipments will be carried out according to the standard methods available at the time of shipment.

6.2 The Seller declines any responsibility for claims for damages caused to the goods after leaving our factory caused by inadequate handling or storage, rust, sea-, rain- or condensation-water.

6.3 All shipping documents need to be approved by Buyer, before shipping is possible.

**7. Transfer of risks and delivery**

The transfer of risks and the delivery shall take place in conformity with the rules of the International Chamber of Commerce that are effective for the INCOTERMS declared Contractually applicable at the time of formation of the Contract.

**8. Payments**

8.1 Our invoices are payable in EUR, within 30 days from invoice date, unless agreed otherwise.

8.2 A protest of an invoice must be made in writing within 8 calendar days of the invoice date with reference to the date and invoice number.

8.3 Any amount unpaid on its due date leads by force of law and without prior notice of default to legal interest increased by 10% per annum with a minimum of 40 EUR, even after the acceptance of a repayment plan or granting of a period of respite. Any outlay associated with unpaid invoices are not included in this fixed compensation and will be charged to the Buyer separately. The late payment of one invoice makes all other and more recent invoices immediately payable without prior notice of default. Seller is entitled to deduct, by operation of law and without notice of default, all unpaid amounts (including default interest, compensations, recovery and legal costs) from all amounts that the Buyer, for whatever reason, could claim. Besides this, an administration fee of 15 EUR is applicable in case invoice is paid after due date.

8.4 Under no circumstance may contractual payments be delayed or withheld because of complaints.

**9. Modifications of Contract**

Any modifications and or amendments to the contract terms are only valid subject to the prior, written approval of both parties. The change of the technical specifications implies a change of conditions and can only be agreed in writing.

**10. Passing of Property**

10.1 The Seller retains proprietary right to all goods supplied until the Buyer has paid the prices in full (including interests and costs).

10.2 The Buyer does not undertake to sell the goods or to hand over them to third parties, nor to incorporate the good into his immovable property, as long as they remain the property of the Seller. In case of non-compliance with this prohibition, a flat-rate compensation of 50% of the selling price will be due by the Buyer (as a supplement to the selling price and any delay fees).

10.3 Even so, the Buyer bears the risk of loss, damage or destruction of the goods upon delivery. The Buyer agrees to insure all goods supplied under this contract for the contract price against all risks, including fire, war, strikes, riots and civil commotion.

10.4 The control of brokering services, defined as any activity facilitating the trade of listed and non-listed dual-use items between two third-countries, can also be submitted to national authorization. The Buyer therefore does not undertake to sell the goods or hand them to third parties without prior notice and consent of the Seller.

10.5 The Seller retains the right to apply to all goods his mark, trademark, serial number or company name, which shall not be removed, tampered or otherwise modified by Buyer.

**11. Complaints – guarantees**

11.1 The Buyer must notify the Seller within 8 calendar days (starting from date of delivery at location of the Buyer) of all visible defects or visible discrepancies in the ordered goods. After this date the Seller is no longer liable, and (well-founded) returns will no longer be processed. After the notify, the Buyer is not entitled to send back the goods, the Seller will provide a solution and give further instructions.

11.2 Notwithstanding what is stipulated, the indemnity obligation of the Seller for hidden defects shall never exceed twelve months after delivery of the goods sold by the Seller.

11.3 The indemnity obligation of the Seller is only valid on condition that all equipment, accessories and/or parts fitted to the delivered goods were supplied by the Seller or by a supplier recognized by the Seller. A complaint can only be based on objectively substantiated facts e.g. because the proposed quality standard or the technical specifications cannot be met, the Buyer needs to provide the proof in writing.

11.4 Furthermore, the indemnity obligation is limited to the quantitative replacement of the part recognized as defective. This replacement will be performed ex-works.

11.5 Under no circumstances the Seller can be held liable for wage, transportation and customs charges, machine breakdown, production loss or any other form of consequential loss.

11.6 The goods function optimally in an ambient temperature of between 13° and 33°C. Damage resulting from long-term use of the machines outside this range and/or incorrect use and incorrect maintenance are excluded from the Seller's indemnity obligation.

**12. Non-transferability of the Contract**

The Buyer may not transfer his right under this contract to a third party without express previous consent by the Seller.

**13. Validity of the Contract and General Conditions**

Should one or more stipulations of this Contract prove to be or become invalid, this does not affect the validity of the remaining stipulations. Parties shall negotiate in good faith and have it replaced by a valid stipulation reflecting as closely as possible the purpose of the original stipulation.

**14. Other Conditions**

14.1 Weights, dimensions, capacities, efficiencies and other information in catalogues, brochures, advertisements and illustrations are for information only. They are binding for the Seller only insofar as this is specifically stated in the Contract.

14.2 Plans, drawings and technical documents supplied to the Buyer prior to or after the formation of the Contract are not binding. The Seller's liability is limited to defects due to the Buyer's instructions.

14.3 All documents and information in 14.2. remains the property of the Seller and may not be transmitted, copied, reproduced or communicated to third parties without the Seller's written permission.

14.4 On request of the Buyer, the Seller shall supply free of charge illustrated manuals for the adjustment and maintenance of the equipment as well as spare parts catalogues. This documentation becomes the property of the Buyer, but is confidential and shall under no pretext disclose them to third parties without the express, prior and written consent of Seller. It shall be used for the sole purpose of the equipment only.

14.5 The Seller retains the right to modify the goods in production without any obligation to carry out such modifications on similar machinery supplied previously.

**15. Disputes**

All our contracts are governed by Belgian law. In the event of disputes the courts of Kortrijk shall alone have jurisdiction. Not respecting this condition implies all direct and indirect legal costs are on account of the Buyer.