

General terms and conditions of sale.

All offers from Usine Union, hereinafter referred to as "the Seller", are based on the Seller's general terms and conditions of sale.

The acceptance of all purchase orders, hereinafter referred to as "the Contract", is subject to these general terms and conditions of sale.

Deviating regulations of the customer, hereinafter referred to as "the Buyer", which are not in accordance with the Seller's General Terms and Conditions of Sale shall only be binding if they are expressly recognised in writing by the Seller.

I. Price and payment

1. In the absence of express agreement, payments are due, in full and without deduction, immediately upon receipt of the invoice by the Buyer. Discount agreements do not apply to freight, postage, insurance and other shipping costs.

2. If the Buyer is in default of payment on the due date, the debt shall automatically and without notice bear interest on arrears at a rate of 15% per annum from the due date.

In addition, any invoice unpaid on the due date will automatically and without formal notice result in the invoicing of a fixed indemnity of a total amount of 15% of the sum in principal, interest and costs with a minimum amount of 125.00 Euro.

Usine Union may charge administrative costs for sending reminders and formal notices. The cost will amount to :

- Second reminder: € 7.5

- Final reminder: € 15.00

- Formal notice: €29.5

In the event of legal recovery of any invoice, the Buyer will also be liable for reasonable recovery costs, such as bailiff's or lawyer's fees and internal management costs which exceed the amount of this fixed indemnity.

If the Buyer fails to make a single payment on time, for whatever reason, all subsequent payments will be made when the order is placed.

In addition, the Seller reserves the right, in this case, to suspend the execution of other orders in progress until the amounts due have been paid in full.

3. For cheques and remittances, the date of receipt of payment is the date on which the amount becomes available to the Seller. Exchange and collection charges, as well as other bank charges, will be borne by the Buyer.

4. The Buyer may neither offset the Seller's payment claims nor assert a right of retention, unless there are undisputed counterclaims or counterclaims determined by a final court decision.

5. If, after the contract has been concluded, the Seller becomes aware of circumstances which call into question the Buyer's solvency, he shall be entitled to demand advance payment, to withhold undelivered goods and to suspend work. The Seller is also entitled to exercise these rights if the Buyer is in default of payment for deliveries under the Contract.

6. The goods sold remain the property of the seller until payment has been made in full. In the event of non-payment after formal notice of payment from the seller, the latter shall have the right to take back from the buyer the goods already delivered, without any prior warning, without formalities and even without the authorisation of the court.

II. Delivery and shipment

1. Where the contract requires the Seller to ship the goods via a carrier, the risk of shipment shall pass to the Buyer upon delivery of the goods to the carrier, regardless of the form of the bill of lading. The Seller shall not be liable for any risk or delay associated with the shipment if such risk or delay was not caused by the Seller.

2. Shipment dates are only applicable if expressly confirmed in writing by the Seller. A despatch date shall be deemed to have been met if the goods have left the Seller's works or by receipt of notice from the Seller that the goods are ready for despatch.

3. On-call deliveries must be made within 12 months of the formation of the contract. Disruption to business operations - involving both the Seller and the Seller's suppliers - such as strikes, lock-outs, shortages of raw materials or any other case of force majeure, shall not automatically entitle the Buyer to terminate the contract, unless the Buyer cannot reasonably be expected to continue waiting. If this is not the case, the dispatch date will be extended to take account of the delay. Withdrawal from the contract is permitted 4 weeks after the start of the aforementioned disruption. In both cases of delay or cancellation, the Seller is excluded from all liability.

4. If the Seller fails to meet the delivery dates, he will be granted a grace period of at least 4 weeks. The Buyer may cancel the contract after this additional period.

5. Unless the Seller receives special shipping arrangements, goods will be shipped by the method deemed most appropriate by the Seller. Shipping costs will be borne by the Buyer unless other arrangements have been made.

6. For invoicing purposes, the weight and number of pieces indicated by the Seller are decisive.

7. The minimum order value is €150. The Seller is entitled to charge an additional €50 for orders below the minimum value. The Buyer is obliged to inspect the goods on delivery. 8. To be valid, any complaint must be received in writing within one week of receipt of the goods.

III. Warranty, liability, notice of defects

1. If the goods delivered by the Seller are not free from material defects, the Seller shall first have the right to choose between repairing or replacing the goods. If the Seller cannot replace the goods, or if repair is impossible or fails, the Buyer is entitled to withdraw from the contract or to demand a reduction in the purchase price. The same applies if the Seller allows a period of grace granted by the Buyer to expire.

2. The Seller must be informed immediately in writing of any defects found. Recognisable defects must be reported no later than 8 days after acceptance of the goods delivered. Defects which are not immediately identifiable must be reported without delay after their detection, failing which the goods will be deemed to have been approved. The goods will also be deemed approved if the Buyer does not dispute the Seller's rejection of the notice of defect within 4 weeks. In all cases, the Seller shall be given the opportunity to review the defects reported.

3. The warranty period complies with the legal provisions.

4. The Seller does not grant any warranty for defects resulting from inappropriate or inadequate use or storage, faulty assembly by the Buyer or by third parties, natural wear and tear, faulty or negligent treatment, or for the consequences of inappropriate modifications made by the Buyer or by third parties. The Seller provides no warranty for materials supplied by the Buyer.

5. Technical application advice, statements and information on the suitability and application of goods made by the Seller are not binding unless the Seller has declared them to be binding in a particular case.

6. The Seller is not exempt from carrying out tests and trials relating to the suitability of the goods.

IV. Place of Performance, Place of Jurisdiction, Validity

1. The place of performance and jurisdiction for all disputes arising from the contractual relationship, including cheques, bills of exchange and documents, is the domicile of the Seller. The contractual relationship is subject to Belgian law.

2. Only the Commercial Court of Mons, Hainaut, Belgium is competent. Belgian law is applicable.

3. The current or future invalidity of one or more provisions of these general terms and conditions shall not affect the validity of the other provisions.