

GENERAL CONDITIONS OF SALE

GENERAL: These general conditions of sale are applicable to all offers, order confirmations, supply and deliveries by Acotec NV and/or Azolla BVBA ("Seller") and shall form an integral part of the sales agreement between Seller and Buyer. Notwithstanding any inconsistent or additional terms that may be embodied in the Buyer's purchase order, Seller accepts Buyer's order on the express condition that Buyer agrees to the terms and conditions set forth hereafter as the only terms governing Buyer's order. If Buyer has not previously accepted these Terms, Buyer's acceptance of Seller's full or partial delivery of the goods shall constitute acceptance of these Terms. Seller's product information, price lists and quotations shall be without engagement unless explicitly stated otherwise. Term 'goods' referenced herein shall comprise any goods, products, services, equipment, tools, materials sold by the Seller. If any specific sales agreement is concluded between Seller and Buyer, the terms of such sales agreement shall prevail. Any Seller's offer can be withdrawn by Seller at any point in time as long as it is not accepted by Buyer.

1. TITLE AND RISK: Seller retains ownership of the goods until full payment has been received for them. As long as the goods are not fully paid for, the Seller shall have the right to repossess the goods without any prior notice being required. The risk of losses or damages to the goods shall pass to the Buyer in accordance with the agreed delivery term (Incoterms).

2. DELIVERY TERMS : Unless otherwise has been agreed in the sales agreement between the Parties, the goods shall be delivered Ex-Works Seller's plant in Belgium, in accordance with the Incoterms latest published version by the International Chamber of Commerce as of the date of the sales agreement. Seller reserves the right to make delivery in instalments and each such instalment shall be paid for as invoiced. Delivery dates are only indicative and will be observed as far as the circumstances reasonably permit. Delay in delivery of any instalment shall not relieve Buyer of its obligation to accept remaining deliveries and shall not give rise to any liability on the part of the Seller.

Under normal circumstances the goods will be ready for delivery within 4 weeks after receipt of the full amount of advance payment or, if agreed by the Seller, after the receipt and approval by the Seller of Letter of Credit (L/C).

3. INFORMATION AND RECOMMENDATIONS:

While Seller endeavours to ensure that any information or recommendations which it may provide are correct, Seller assumes no liability for any advice, information, recommendations or assistance of whatever nature or results obtained therefrom ("Information"). Seller makes no representations or warranties as to the completeness or accuracy of the Information which is supplied upon the condition that Buyer and/or any persons receiving the Information shall make their own determination as to its suitability for their purposes prior to use.

4. WARRANTIES: Seller warrants that goods are sold with good title and shall conform to Sellers' standard specifications upon their delivery to the Buyer. Seller excludes any warranty of any kind, express or implied, with respect to the goods sold hereunder as to merchantability, fitness for a particular purpose or any other matter with respect to the goods whether used alone or in combination with other products, unless a written and specific agreement has been reached by the parties.

5. CLAIMS : Any claim for shortage or for damage incurred in transit of goods must be made within eight (8) days after Buyer's receipt of the goods. All other claims, including claims for alleged defective goods, must be made within fifteen (15) days after Buyer learns of the facts on which such claim is based, but in no event later than one (1) year after Buyer's receipt of the goods. All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. No claim will be allowed or returned goods accepted if the goods have been treated or processed in any manner, except upon proof satisfactory to Seller of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within fifteen (15) days after such defect becomes apparent but in no event later than one (1) year after Buyer's receipt of the goods.

7. LIMIT OF LIABILITY: Seller's liability for any and all losses or damages to Buyer resulting from defective goods or from any other cause shall not exceed in all cases the net sales price of the particular goods with respect to which losses or damages are OR, at the Seller's option, its liability shall be limited to the repair or replacement of defective or damaged goods. Transportation charges for the return of goods shall be paid by Seller only if such return is requested by Seller. For the avoidance of any doubt, Goods shall not be returned to Seller without Seller's prior written consent. Seller shall in no event be liable for any indirect or consequential damages or losses. Buyer assumes responsibility for and shall indemnify Seller against liability for any personal injury and/or property damage arising out of the handling, possession or use of the goods by the Buyer.

8. PRICE: Unless otherwise defined in the sales agreement between the parties, prices for the goods are ex-works and exclusive of VAT and all other duties, fees or taxes. All sums due to Seller shall be paid in the currency stated in the sales agreement or Seller's invoice.

9. PAYMENT: Unless otherwise specified in the sales agreement and/or Seller's invoice, standard payment terms shall be 100% prepayment or payment by Letter of Credit subject to the terms defined by the Seller. Without prejudice to any other rights or remedies of Seller, Seller shall have the right to cancel further deliveries and to charge interest without further notice on all overdue amounts at the rate of one and a half per cent (1.5 %) per month. In addition, Buyer shall reimburse Seller for all administrative and legal expenses incurred by Seller in the collection of the amounts payable. The Seller reserves the right to change the terms of payment or place the Buyer on credit hold in the event the Buyer is late in its payments for the goods. Cancellation charges – if Buyer cancels any order for goods placed with Seller, Buyer will accept cancellation charges equating 20% for all orders cancelled less than 30 days prior to the date when the goods are ready for delivery in accordance with the applicable Incoterms [such date is hereinafter referred to as 'delivery date'], 50% for all orders cancelled less than 15 days prior to the goods' delivery date and 100% for all orders cancelled less than 5 days prior to the goods' delivery date.

10. ASSIGNMENT AND SUBCONTRACTING: Buyer shall not assign its rights and obligations under the sales agreement without Seller's prior written consent.

11. TERMINATION : If payment is not received by the due date, or if Buyer shall or has become insolvent, shall be declared bankrupt, shall be subject of proceedings under insolvency or bankruptcy law, or shall make an assignment for the benefit of creditors, or if Buyer does not use the goods in a safe manner, Seller reserves the right to consider the sales agreement cancelled, without having to give notice of default. Any instalments paid may be retained by the Seller by way of damages or interest. Seller shall have the right to enter Buyer's premises where the goods are stored in order to take possession of and remove the goods.

12. FORCE MAJEURE : Deliveries may be cancelled by Seller without liability in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labour, containers, or transportation facilities, accident, mechanical breakage, failure or malfunction of machinery or apparatus, national defence requirements, or any cause beyond the reasonable control of Seller, which prevents or hinders the manufacture or shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Except to the extent of cancellation of deliveries or allocation of supply hereunder, the contract shall remain unaffected.

13. INTELLECTUAL PROPERTY RIGHTS: All intellectual property rights related to the goods are reserved to the Seller. Buyer expressly assumes all risks of patent or trademark infringement by reason of his use or sale of the goods, either alone or in conjunction with other materials.

14. CONFIDENTIALITY: Neither party shall disclose any confidential and proprietary information of another party or the existence and/or the terms of the sales agreement to any third party unless upon prior written consent of the other party.

15. PACKAGING: Standard packaging is included in the purchase price. Additional packing costs for wooden boxes which may be required for shipment to particular locations shall be additionally charged to Buyer.

16. NOTICES: Any notice, direction or other information required or permitted to be given by either party under the sales agreement shall be deemed to have been validly given if served to the party in writing via e-mail, fax or via postal service.

17. GOVERNING LANGUAGE: The governing language of these Terms shall be English. Any translation of these Terms into any language other than English may be provided for information purposes only. The legally binding version of these Terms shall be the English language version. Any dispute with respect to these Terms shall be resolved with reference to the English language version only.

18. APPLICABLE LAW: This contract is to be construed according to the laws of Belgium. The application of the Convention of the United Nations of April 11, 1980 on Contract for the International Sale of Goods is hereby excluded. Any dispute which may arise in connection with this contract shall be referred to the competent Courts in Brussels unless Seller elects to refer the matter to the Courts of the Buyer's domicile.