

1. General

- 1.1. These general conditions are applicable subject to the changes expressly agreed in writing by both parties.
- 1.2. Acceptance of the order implies that the seller renounces any application of the provisions of his general or special conditions of sale, even if these conditions stipulate that they are solely valid.

2. Inspection

- 2.1. At any time during normal working hours and at whatever stage of manufacture, the purchaser is permitted to have the quality of the materials and parts used inspected and investigated by one or more duly appointed authorised persons.
- 2.2. The fact that no comments have been made following these inspections or investigations in no way prejudices the right of the purchaser to refuse the material if it is not correct or is afflicted with visible or hidden defects.

3. Delivery

Subject to written agreement to the contrary, delivery is made "delivered duty paid at Fomeco" (DDP) in accordance with the Incoterms 2000.

4. Deadline or date of delivery

- 4.1. Subject to express stipulation to the contrary:
- the delivery term commences on the date on the order form issued by the purchaser;
 - the delivery term or delivery date is binding.
- 4.2. By exceeding the date of delivery or delivery deadline, the purchaser declares the seller automatically in default.

As soon as the delay reaches 10 working days, the purchaser is entitled to cancel the contract without legal intervention but after prior notice of default, which has produced no outcome within 3 days of receipt.

Application of the above stipulation does not impair the right of the purchaser to demand full compensation from the seller.

5. Transfer of risks

Risks are transferred at the time of the actual delivery of the goods at the agreed place by the seller or by the carrier he has authorised.

6. Payments

- 6.1. The invoices shall be send in duplicate to the purchaser. The number of the order shall be noted on the invoices.
- 6.2. Payments will be made in accordance with the methods agreed on the purchaser's order form.
- 6.3. Should the purchaser fail to pay on time as a result of one of the circumstances stipulated in Article 9, the seller will not be entitled to compensation for such failure.

7. Receipt of the goods

Signing the delivery note by the responsible people of the purchaser is only applicable for the number of packing units. The purchaser is not obliged to perform an entrance control.

8. Guarantee

The seller undertakes to remedy any defect in the goods as quickly as possible, irrespective of its cause or nature, which is recorded during a period of 1 year from the time of actual delivery and to reimburse the purchaser for any loss which he may have suffered as a result of this defect.

9. Circumstances in full discharge

- 9.1. The following are deemed circumstances in full discharge: all circumstances which arise beyond the control of one of the parties after conclusion of the agreement and which prevent its implementation, such as: industrial disputes, fire, mobilisation, seizure, embargo, a ban on foreign exchange transfer, rebellion, lack of means of transport, general shortage of raw materials, restrictions on energy consumption, etc.
- 9.2. The party which pleads the aforementioned circumstances must inform the other party immediately and in writing of the commencement and cessation of such circumstances.
- 9.3. The occurrence of one of these circumstances relieves both the seller and the purchaser of all liability.

10. Applicable law

The agreement is governed by Belgian law, unless the parties have expressly agreed otherwise in writing.

11. Competent courts

- 11.1. In the event of a dispute, the courts where the purchaser has its registered office are solely competent.
- 11.2. However, if the purchaser is the plaintiff, he has the possibility of bringing the case before a different court which is competent pursuant to common law.