
GENERAL CONDITIONS FOR PURCHASE AND EXECUTION

1. The order from the joint contractor will only be executed on the conditions included in the written order and on our general conditions. Other documents or stipulations are only binding to the extent that they have been made applicable in the order or have been expressly accepted by us. General conditions of the joint contractor cannot in any case be invoked against and above the content of our general conditions.
2. The joint contractor takes all useful measures to assure by means of completion undertakings the perfect execution of the order according to the general planning and within the established term. It is formally forbidden for him, in case of dispute for any reason whatever, to postpone, to delay or to cancel the execution of his contractual obligations.
3. If the joint contractor fails to meet his obligations in a flagrant manner, we will have the right, in the absence of an appropriate response after notification of default by registered letter, to declare the order annulled without prior judicial authorisation and will also have the right without prior judicial intervention to execute the order ourselves or to have it executed by a third party at the risk and expense of the joint contractor, without prejudice to our right to compensation. The additional expense will be collectable simply on presentation of the invoices or performance reports concerned. The shortcomings of the joint contractor can be substantiated by all legal means. Where necessary, the status of the works carried out will be drawn up with cross verification. If the joint contractor however, without prior written notification, is not present at the date and time set by us for that purpose, the status report of the works drawn up by us will be considered tenable against him.
4. Unless determined otherwise, the quantities stated in the order are estimated. Differences between the estimated and the definite quantities shall provide no occasion for a modification of the unit price.
5. If the term of delivery or completion is exceeded, we reserve the right, without a notice being required, to cancel the order for the part that was not carried out, without prejudice to our right to compensation for damages according to the provisions of article 3 and to compensation for the accumulated delay.
In case of delay, the simple expiration of the term, without a notification of default being required, results in the joint contractor owing an agreed compensation of 0,15 % of the amount of the order per day of delay, with a maximum of 5% of the amount of the order. This is always with reservation of the right to prove more extensive damages. If a delay of the joint contractor occasions the application by the client or customer of a fine for delay or another form of compensation, the joint contractor will also assume liability for this fine or compensation.
6. Unless agreed otherwise, goods travel at the risk of the joint contractor, even if the transport costs are for our account, and they shall be delivered to the address we designate, only on work days and during the opening hours of the offices at our company registered office (8:30 to 12:30 and 13:30 to 17:30) and of the work places or sites (7:30 to 12:00 and 12:30 to 16:00).
Previous to the shipment, the joint contractor is obligated to send to our company registered office a shipping notice in which a list is given with an accurate description of the goods to be sent and of the reference numbers of the order slip. A duplicate of this shipping notice will accompany the goods.
7. The packaging materials are considered to be disposable. If it has been expressly agreed, however, that the packaging materials will be invoiced, they will be sent back at the expense of the joint contractor who will credit them to us for the same amount. Unless a reservation is made to the transporter, the packaging materials will be considered to have been sent back in good condition.
8. The risk transfer occurs at the time of the approved delivery of the works or the acceptance of the delivery. With regard to a sale, the goods, with reservation of our rights on the discovery of hidden deficiencies, will only be considered to be accepted if they have not been the object of a written protest within fifteen days after their delivery or, if it has to do with materials that are intended for processing, within fifteen days after their complete actual processing. The signing of the shipping slip serves only as confirmation of receipt of the number of packages and does not apply as acceptance of the quantities, conformity and quality. Tests and inspections are not in and of themselves valid as sufficient proof of good quality.
9. Unless there is a provision in the order to the contrary, the prices are fixed and are not susceptible to revision. They apply franco at the address of delivery, materials cleared through customs, including all taxes, duties, rights and in general all other expenses. Only the VAT remains for our account.

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10. The invoices of the joint contractor must state the number and the imputation of the order slip, must be accompanied by a copy of the delivery receipt, which has been signed by our responsible and must be sent in duplicate to our company registered office, otherwise they will be returned and the payment term will be delayed until receipt of the invoice in the required form. The invoice of the joint contractor shall only include the sums that are due in pursuance of just one order or agreement. For the goods sent from other countries, all information necessary for customs clearance will be stated on the invoices. The invoicing will be done, under penalty of foreclosure, within 3 months after the execution of the order.
11. Payments shall take place 60 days after the end of the month in which the invoice is drawn up, on condition that the invoice is in our possession no later than the third day of the following month. No provision whatever on the part of the joint contractor involving late-payment interest or compensation because of late payment, is accepted. Payment of invoices applies in no instance as acceptance of the goods or the works. If the joint contractor is obliged to issue periodic safety statistics, the payments will only be made after the safety statistics have actually been delivered.
12. Without prejudice to the application of article 1641 of the Civil Code, the goods sold will be guaranteed during one year from their acceptance against all deficiencies in raw materials, design errors, construction faults, shortcomings of the operational characteristics or performance capabilities and any other deficiency or shortcoming whatever. During this period the joint contractor agrees to replace the faulty goods within the shortest possible time, without prejudice to our right to compensation for all disadvantages that we have incurred directly or indirectly as a consequence of the deficiency or the shortcoming. This replacement occasions in turn a new guarantee period of the same duration.
13. Unless we supply the plans for the execution ourselves, the patent and mark rights are for the account of the joint contractor and the last named will indemnify us against any claim of third parties because of industrial property rights to the goods sold or the method used.
The plans, models, calculations, samples and in general all other data which we have made available to the joint contractor, remain our property, may not be made public or duplicated and must be returned to us. The objects produced by the joint contractor on the basis thereof, come exclusively under our industrial property rights and as a consequence may not be produced for others, nor may they be included in price lists, publicity, etc. Any infringement against this will be viewed as a serious shortcoming, which grants us the right to act in agreement with article 3, without however a notification of default being required.
14. The joint contractor is forbidden without our written agreement to mention the commercial relationship that exists between himself and our company by means of printed matter or other means of reproduction for advertising purposes. The joint contractor is also forbidden to disclose any information about the order, without our written agreement.
15. It is the obligation of the joint contractor to take all necessary precautions in the interest of the safety of his personnel, third parties and ourselves and/or for the protection of their goods. He shall, among other things, abide by all regulations of the ARAB (General Regulations for Safety at Work) and shall conclude all necessary insurance policies, with relinquishment of redress against us and our clients. On the delivery of chemicals, installations, machines and mechanised pieces of equipment, the joint contractor shall submit a document in which compliance is verified with the applicable laws and regulations relative to safety and hygiene, of the conditions that are essential to eliminate dangerous and harmful labour conditions, of any supplemental requirements stated in the order and of the C.E. norms. If there are disagreements in that regard during placement into service, advice will be obtained from a recognised inspection organism at the expense of the joint contractor.
16. This agreement is governed by Belgian law. All Disputes with regard to its existence, interpretation and execution come under the exclusive authority of the Commercial Court of Ghent, division Ghent. At our first demand, the joint contractor shall voluntarily intervene in any proceedings in connection with the order, regardless of the court or arbitration board before which the proceedings are pending.