

TERMS AND CONDITIONS OF SALE

1. General Provisions

- 1.1. These terms and conditions of sale (the « Conditions ») apply to all orders made by the purchaser to Arpadis Benelux NV (the "seller") and to all any sales agreements of the seller, including any and all accessory service provision.
- 1.2. The Conditions exclude, except if accepted in writing by the seller, any and all general or particular conditions of the purchaser.
- 1.3. By signing the order or the agreement or by accepting the written confirmation of the order, the purchaser expressly acknowledges having read and accepted the Conditions.
- 1.4. Only the Dutch version of the Conditions shall be applicable.

2. Orders

- 2.1. The orders shall bind the seller only after its written confirmation.
- 2.2. The modifications made by the purchaser to its order or to the seller's offer shall only be valid if accepted and confirmed in writing by the seller.

3. Delivery dates

- 3.1. Expect if otherwise specified, the delivery dates or the dates for the accessory service provision are purely indicative. Delays shall not entitle the purchaser to terminate the order or the agreement or to claim for damages.
- 3.2. In case a delivery date is binding, it must be clearly indicated and accepted and such in the order or in the agreement. Even in such a case, the following circumstances shall exempt the seller :
 - * force majeure cases ;
 - * in case of non respect of the payment terms by the purchaser ;
 - * in case of modification to the order by the purchaser ;
 - * if the purchaser fails to provide to the seller the requested information within the deadline given.

4. Deliveries – Transport

- 4.1. Except if otherwise specified, the goods are considered delivered when they are put at the disposal of the purchaser or of the appointed carrier at the place indicated by the seller. The purchaser therefore bears the risks related to the transport and the goods either as soon as it takes possession thereof or, in the absence thereof, as soon as they are put at its disposal. In case the purchaser should designate another delivery place, the collection and, if applicable, the storage of the goods will be the responsibility of the purchaser, at its risks and expenses. The seller will not be responsible for the loading and unloading of the goods or for the transport of the goods.
- 4.2. The seller reserves the right to refuse to sell its goods based on the availability and sufficiency of its stocks, or for any other lawful motive and he reserves the right to perform partial deliveries.
- 4.3. When the goods are delivered in partial deliveries, each delivery shall be deemed as a separate sale. Default of the seller in respect of one (or several) partial deliveries does not authorize the purchaser to terminate the order or the agreement related to any other partial delivery.
- 4.4. The difference of 10% above or under the volumes of goods specified in the order or the agreement may not be considered as a non performance by the seller. In such a case the total purchase price due by the purchaser shall be adjusted pro rata to the ratio price/volume mentioned in the order or the agreement.
- 4.5. The purchaser must keep all documents allowing the identification of the goods, such as the freight documents accompanying the goods and shall present them at the first request of the seller.

5. Retention of title

- 5.1. Without prejudice to the fact that the purchaser bears all the risks as soon as the goods are put at the disposal of the purchaser or of the appointed carrier, the delivered goods shall remain the property of the seller until full payment of the price, including interest on arrears and indemnities, if applicable. In case the price has not been paid on the due date, the seller has the right to take back the goods, at the purchaser's expenses, without prior notice.
- 5.2. Until full payment of the price and the costs made, the purchaser may not mix, transform, sell, transfer, pledge or create a right in rem over the goods and in general alienate the goods.
- 5.3. Until full payment of the price, the purchaser undertakes to store the goods at its expenses in a separate emplacement which will be disclosed to the seller, maintained in their original packaging, so that they may at any time be individualised and identified as the property of the seller (by the affixing of a label or another distinctive sign). If necessary, the purchaser undertakes to inform third parties and in particular the owner of the premises that the goods remain the property of the seller.
- 5.4. The purchaser remains the only responsible for all loss, even caused by fortuitous event or force majeure, of the sold goods.
- 5.5. The purchaser undertakes to immediately inform the seller of any attachment or other means of execution performed by a third party upon the sold goods of which the price has not been fully paid.

6. Price and payment

- 6.1. The purchase price and the payment conditions are those mentioned in the order or the agreement. The seller reserves the right to require additional securities from the purchaser, such as the payment by bill of exchange, certified check or a bank guarantee.
- 6.2. Except if otherwise specified, the prices are in Euros and are exclusive of VAT, duties, taxes, levies, charges, supplements related to the import, demurrage or delay expenses or other supplements, which shall be paid by the purchaser.
- 6.3. Except if otherwise specified, invoices are always payable at the sellers office on, the date mentioned in the order or the agreement.
- 6.4. Any complaint in connection with an invoice must be notified to the seller within 7 weekdays following its reception, otherwise it will not be taken into consideration and the invoice will be deemed accepted.
- 6.5. The purchaser may not, for any reason whatsoever, withhold a payment due on the basis of an order or agreement or set-off its debts towards the seller. Except in case of prior written authorization from the seller, the purchaser may not claim any right to set-off its debts towards the seller, whatever the reason, with sums due by the seller to the purchaser, whatever the reason. The seller on the other hand, shall always have the right to set-off its debts towards the purchaser, whatever the reason, with the sums due by the purchaser or an affiliated company to the seller, whatever the reason.
- 6.6. In case of non payment of an invoice on its due date, the purchaser shall pay to the seller, automatically and without prior formal notice an interest calculated on the basis of interest rate fixed in accordance with article 5 of the Belgian law of August 2, 2002 concerning the fight against the delay in the payment in commercial transactions.
- 6.7. Furthermore, any invoice unpaid on its due date shall be automatically and without prior formal notice increased by an additional fixed indemnity of 15% of the sums dues, without prejudice to the right of the seller to claim additional damages.
- 6.8. In case of judicial recovery of an invoice, the purchaser shall bear the reasonable recovery expenses such as lawyer's fees and internal management fees of the seller.

7. Warranty

- 7.1. The seller warrants that at delivery, the goods will be in conformity with the contractual specifications and in conformity with the provisions stipulated on the package or on the label or on the freight documents accompanying the goods.

- 7.2. Before the goods are unloaded at the purchaser's premises, the purchaser shall perform the necessary tests in order to verify that the goods are in conformity with the contractual specifications and in conformity with the provisions stipulated on the package or on the label or on the freight documents accompanying the goods. In case of non-acceptance of the goods, the purchaser must immediately inform the seller by registered letter (plus copy by email or fax) in which the purchaser describes with precision the alleged defect, at the latest within the 24 hours of the delivery of the goods. The unloading of the goods implies the irrefutable acceptance of the goods by the purchaser.

- 7.3. In the event that the goods would be affected by a hidden defect of which the purchaser proves that it could not have been evidenced at the time of the tests performed by the purchaser as mentioned in section 7.2., no claim will be accepted by the seller if not filed within the 7 days following the date of delivery, by registered mail (plus copy by email or fax) in which the purchaser describes with precision the defect.

- 7.4. The seller shall in no event be liable for defects to goods which have been fully or partially used or consummated, which no longer have their original form or which have been mixed by the purchaser.

- 7.5. (1) The seller's warranty is limited, at the seller's option only, to the payment of an indemnification or to the replacement of the defective good.
(2) In case the seller chooses the replacement of the defective goods, the purchaser is held to authorize the seller to firstly repossess the sold goods. In such event, the seller shall have the choice, either to provide, in a reasonable delay, replacing goods, or to give the written authorisation to the purchaser to purchase replacing goods; it being understood that the seller shall pay, in such event, the reasonable price difference between the goods. This is an exclusive choice of the seller and the purchaser shall not be allowed to purchase replacing goods before having obtained the prior written authorization from the seller. In case of replacement of the goods the purchaser cannot claim for any additional indemnification.

- 7.6. EXCEPT AS SET FORTH ABOVE, THE SELLER GIVES NO OTHER WARRANTY OR CONDITIONS, EXPRESS OR IMPLIED. THE SELLER GIVES NO WARRANTY AS TO THE FITNESS FOR A PARTICULAR USE, NOR REGARDING THE MERCHANTABILITY OF THE GOODS. THE SELLER SHALL NOT BE LIABLE IN CASE OF LOSS OF INCOME AND/OR PROFITS, DAMAGES SUFFERED BY THE PURCHASER OR ANY OTHER INDIRECT OR CONSECUTIVE DAMAGE, SUCH AS, WITHOUT THIS BEING LIMITATIVE, LOSS OF BENEFITS, CLIENTELE, LOSS OF EARNINGS, ETC (OTHER THAN THE LIABILITY IN CASE OF DEATH OR PERSONAL INJURY RESULTING FROM THE SELLER'S FAULT). IN NO EVENT SHALL THE SELLER'S LIABILITY UNDER THESE PROVISIONS EXCEED THE VALUE OF THE GOODS AT THE TIME OF THE DELIVERY.

8. Buyer's default

- 8.1. Without prejudice of other existing rights and remedies, the seller may terminate the order or the agreement without notice period nor prior formal notice and without judicial control *a posteriori* regarding the serious nature of the termination reasons, or to suspend immediately all other deliveries, in case of:
 - 1) The purchaser remains in default to pay any amount due and payable ;
 - 2) The purchaser breaches an obligation stipulated in the order or the agreement and fails to remedy to it in the 5 days following a formal notice thereto ;
 - 3) The purchaser fails or refuses to take delivery of the ordered goods ;
 - 4) The purchaser becomes insolvent, winding up, has a receiver appointed, ceases all or part of the payment of its debts, enters into arrangements with other creditors, is subject to a bankruptcy order or any equivalent proceeding takes place under the laws applicable to the purchaser ;
 - 5) The credit insurance of the seller withdraws or decreases the credit line granted to the purchaser

- 8.2. In case of suspension of the order or the agreement for a reason stipulated in section 8.1., the seller may request immediate payment of the amounts due by the purchaser and claim any security he deems necessary to restart the delivery of the goods concerning any order or agreement made with the purchaser.
- 8.3. In case of termination of the order or the agreement for a reason stipulated in section 8.1., the seller may without prior notice request immediate payment of all of the amounts, even if not yet outstanding.
- 8.4. The seller is not bound to any compensation and/or warranty in case of termination or suspension of the order or the agreement.

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- 8.3. In case of termination of the order or the agreement for a reason stipulated in section 8.1., the seller may without prior notice request immediate payment of all of the amounts, even if not yet outstanding.

- 8.4. The seller is not bound to any compensation and/or warranty in case of termination or suspension of the order or the agreement.

9. Force majeure

- The seller shall not be liable for any delay or failure in the performance of its obligations, when such delay or failure results in whole or in part from:
- 1) shortages or disruption in the supply of materials or natural sources or raw materials;
 - 2) shortage of means of transportation ;
 - 3) non respect, by the seller's supplier of its obligations towards the seller if the latter proves that it does not hold the goods to be delivered in stock;
 - 4) floods, fire, war, riots, civil insurrection, strikes, lock-outs, industrial unrest, inclement weather, acts of civil or military authorities;
 - 5) circumstances beyond the reasonable power of the seller

10. Transfer – Sub contracting

- Without the prior written consent of the seller, the purchaser may not transfer all or part of the order or the agreement nor any rights or obligations resulting therefrom. The seller on the other hand may transfer all or part of the execution of the sale to a third party or transfer all or part of the sale to a third party without the prior consent of the purchaser.

11. Applicable law and jurisdiction

- The order and/or the agreement are exclusively governed by Belgian law, exclusion made of the Vienna Convention of April 11, 1980 on contracts for the international sale of goods. In case of dispute, the courts of Antwerpen shall have sole jurisdiction. The seller reserves the right to, at his choice, initiate any procedure before the courts of the registered address or operational seat of the purchaser.

12. Various

- 12.1. These Conditions, together with the order and/or the agreement, contain the entire agreement between the parties with respect to the subject matter hereof. They may be amended only by means of a written agreement signed by the seller and the purchaser.
- 12.2. The nullity or inapplicability of one of the provisions of these Conditions shall not affect the validity or applicability of the other provisions. If necessary, the parties undertake to immediately replace the null or inapplicable provision.
- 12.3. The fact that the seller does not prevail himself of one of these Conditions at a given time may not be interpreted as a waiver to prevail himself of such Condition at a later stage.
- 12.4. Expect if agreed otherwise, all notifications between the parties shall be in writing and shall be deemed to be received 5 working days after the sending of a registered letter or 2 working days after the sending of a fax or email to the address of the seller/purchaser mentioned in the order or the agreement.