



GENERAL SALES TERMS

1. GENERAL

1.1 Any and all offers, sales and deliveries shall fully and exclusively be subject to these general sales terms considered as an integral part of the agreement made by the parties. Any departures from this shall only be permitted if mentioned in writing in the agreement.

2. MATERIALIZATION OF THE AGREEMENT

2.1 The agreement between the parties shall materialize only if and when an order confirmation in writing has been signed by persons authorized to sign from both Ceratec and the buyer.

2.2 If the order confirmation in writing fails to be signed by the persons authorized to sign from the buyer or in the absence of any such order confirmation in writing, the agreement between the parties shall materialize :
- If and when the buyer has signed the documents that refer to the delivery of goods or of services by Ceratec, or
- At the time of acceptance of the first invoice relating to the machinery/plants described in the respective order confirmation in writing or offer.

2.3 Amendments to the order confirmation in writing, verbal or written arrangements or promises, instructions received from the buyer, orders or arrangements made via an intermediary shall be binding only if and when they have been confirmed in writing by Ceratec.

2.4 The agreed price shall only and exclusively relate to the work and deliveries as explicitly described in the order confirmation. Any possible extra work and deliveries shall be invoiced separately as soon as the amount to be invoiced is known.

2.5 Unless otherwise agreed, the delivery delays mentioned in the agreement shall be just an estimation: possible delays can not be used as an excuse for terminating the agreement or for claiming any damages from Ceratec.

3. DRAWINGS AND DOCUMENTS

3.1 Weights, measurements, capacities and other data mentioned in offers, catalogues, folders, circular letters, advertisements, figures and price lists shall provide approximate information only and shall not be binding. Such information shall only be binding in the event this has been explicitly stipulated in the order confirmation.

3.2 Plans, drawings, calculations, studies and technical descriptions as well as other documents handed over to the buyer and that would allow for comprehensive or part manufacture or installation shall continue to be exclusive property of Ceratec. They may not be used, photocopied, duplicated, forwarded or disclosed to any third parties by the buyer without having obtained the approval given in writing by Ceratec.

4. INSPECTION

The buyer shall be authorized to have the quality of the material and of the components used inspected by his authorized representatives, both during the manufacturing and upon the completion of work. These inspections shall be carried out during regular working hours on the workshop premises, after date and time of day have been arranged with Ceratec. The costs incurred through this investigation or through the intervention of an inspection or test organization shall be at the buyer's expense.

5. ACCEPTANCE / TRANSFER OF OWNERSHIP

5.1 The delivery and acceptance of the machinery/plants shall take place on the Ceratec workshop premises, except in the event the delivery is accompanied by the assembling and putting into operation job carried out by Ceratec in the buyer's facility.

Ceratec shall inform the buyer that the machinery / plants are available and enclose a certificate of acceptance for the buyer, stating that the machine / plants delivered are in compliance with the specifications of the agreement. This presentation represents the acceptance and reception request.

5.2 If an inspection of the machinery / plants is carried out at request and expense of the buyer, the buyer shall provide Ceratec with the possibility of carrying out preliminary tests as well as of making improvements and changes deemed necessary by the latter, with reservation that this may not interfere with the operation of the buyer, unless it becomes necessary for the activities deemed necessary by Ceratec. The inspection shall be carried out as soon as possible after the preliminary tests have been completed.

The buyer shall make any and all regular auxiliary services, auxiliary tools, auxiliary and operating materials available (including fuels, oils and lubricants, cleaning and other small material, gas, water, electric power, steam, compressed air, heating, lighting, etc.) for the benefit of Ceratec, in good time, free of charge and in the proper location.

5.3 If the result of the inspection is positive and the buyer still refuses to sign the certificate of acceptance, then the machinery / plants shall nevertheless be considered as having been accepted.

This shall apply also in the event where the buyer uses the machinery/plants before any inspection has been carried out and / or any certificate of acceptance has been signed by the buyer. Any such use shall be considered as a tacit acceptance.

Slight defects that do not prevent the machine / plant from being put into operation shall not be an impediment for the acceptance.

If the buyer fails to accept the machinery / plants at delivery time, he may still not postpone the regular due date set for the payments connected with the delivery.

5.4 The risk for the machinery / plants shall be transferred to the buyer as from the delivery. The machinery / plants shall travel under the buyer's risk unless otherwise and explicitly specified in the agreement.

5.5 Title of ownership for the machinery / plants shall be transferred to the buyer if and when the price agreed has been paid in full, possibly plus any extra work and deliveries.

6. TERMS OF PAYMENT

6.1 All prices mentioned are net prices. Any taxes, charges or other costs connected with the performance of the agreement shall be at the buyer's expense, unless otherwise and explicitly mentioned in the order confirmation in writing.

6.2 All payments shall be made, without any deduction or compensation, at the registered office of Ceratec or into an account indicated by Ceratec. Any financial arrangements regarding amounts withheld or sureties required under the law in connection with the nature of the work carried out shall be effected only after having obtained Ceratec's approval in writing.

6.3 In the event of non-payment of any invoice at the due date agreed, Ceratec shall summon the buyer to pay by way of a registered letter, with the result that interest for late payment shall be charged at the rate, at least, of the interest rate applied by the National Bank, plus 2 %, as from the day following this due date, and the amount of the invoice shall also be increased by a lump sum penalty clause of 15 %, with 62 EUR as a minimum amount. Subsequently, Ceratec shall have the right of discontinuing the delivery and stop any further performance for as long as the buyer fails to meet his obligations to pay.

6.4 Ceratec shall be authorized to consider the purchase as cancelled in the event where the buyer has failed to comply with the registered summons to pay the purchase price or a contractually agreed part of the purchase price within 30 days following the day this summons was posted. In this event, the machine / plant may be repossessed after a simple notification of this decision and at the buyer's expense, and the buyer shall have to pay, of right, damages in the amount of 15 % of the purchase price, without prejudice to the payment of interest charged for late payment and of any and all costs and expenses incurred through this failure to comply.

7. WARRANTY

7.1 Except for that which is mentioned in the order confirmation in writing, Ceratec shall not accept any liability for **any other warranty or damages**. Consequently, Ceratec shall not be held liable for any loss caused by the goods delivered to the detriment of persons, goods or the operation of the buyer's company.

7.2 Complaints relating to visible defects affecting the delivered machinery / plants shall be reported in writing prior to the acceptance, on the penalty of forfeiture.

Complaints relating to hidden defects affecting the delivered machinery / plants shall be reported immediately upon their discovery, on the penalty of forfeiture.

8. COMPLAINTS

Complaints relating to invoices shall be reported, on the penalty of forfeiture, within 8 days following the date of the invoice.

9. ADVERTISING

Ceratec reserves its right of carrying out the following for advertising purposes:

- 9.1 setting up an advertising board on the worksite during the assembly;
- 9.2 mentioning the business relation that exists between Ceratec and the buyer in printed matter or other means of publication;
- 9.3 using pictures, videos or other recordings in printed matter or other means of publication, naturally without disclosing the possible manufacturing or production secrets of the buyer.

10. BUYER'S COMMITMENT

The buyer commits himself to refrain, for a period of 2 years following the acceptance of any machine / plant from Ceratec, from recruiting any personnel members from Ceratec.

11. APPLICABLE LAW AND JURISDICTION

The agreement shall be governed by the laws of Belgium, unless the parties otherwise decide on this subject. The Courts alone in the Court District of Tournai shall have jurisdiction for ruling on any disputes regarding the performance of this agreement.

GENERAL TERMS FOR ASSEMBLY AND WORK

1. Any and all equipments and supplies needed for setting up the machinery / plants to be assembled and / or for ensuring the proper functioning of the machinery / plants in their assembled condition shall be provided at the risk and for the account of the buyer and they shall not be covered by the responsibility of Ceratec, except in the event where the arrangements for the said equipments and / or supplies are made by or through Ceratec in accordance with data provided and/or drawings made by Ceratec. Except for this latter proviso, the buyer shall assume full responsibility with regard to Ceratec for the proper provision, made in time, of the said equipments and/or supplies.

2. The buyer shall ensure at his own risk and expense that:

- a. the personnel members of Ceratec are enabled to undertake, as they arrive at the location of the assembly, their activities and to carry out these activities subsequently at all times and without any time lost or interruption during regular working hours and also outside such regular working hours if Ceratec considers that it is necessary to set the beginning and / or the end of the activities outside regular working hours, after having informed the buyer thereof in good time.
 - b. suitable accommodations and/or facilities as required under Industrial Laws are made available to the personnel of Ceratec;
 - c. the access roads to the location of the assembly are suitable for transport purposes;
 - d. the assigned worksite is suitable for storage and assembly work;
 - e. storage premises with locks are available for equipments, tools and other goods;
 - f. the necessary and usual auxiliary services, tools, auxiliary and operating supplies (including fuels, oils and lubricants, cleaning and other small material, gas, water, electric power, steam, compressed air, heating, lighting, etc.) are made available to Ceratec in good time, free of charge and in the proper location;
 - g. any and all necessary safety, anti-theft and other preventive measures have been undertaken and are being applied;
 - h. the shipped goods are made available right from the start and during the assembly in the proper location;
 - i. the worksite has been cleared prior to the assembly start and will be cleaned up after the completion of the assembly;
 - j. in the event of any time lost because of delays resulting from the failure to comply with the conditions laid down under this article, the delivery time shall be extended by a period deemed reasonable after all the circumstances have been taken into account;
 - k. any costs incurred because the conditions laid down under this article failed to be complied with at all or in good time shall be for the account of the buyer.
3. Ceratec is insured for the work carried out under the following insurance policies:
- "third-party liability insurance for contractors"
 - "third-party liability insurance subsequent to deliveries" and "damage suffered by goods entrusted to care".

The buyer undertakes to refrain from claiming liability of Ceratec for losses outside the scope or exceeding the sums insured under the said insurance policies. The buyer may obtain, if he so wishes and at his request in writing, a certificate from the insurance company concerned.
If the buyer wishes to take out additional insurance cover outside the scope of exceeding the sums insured under the said insurance policies, then he must obtain this cover prior to signing the contract and the cost of this additional insurance cover shall be for the account of the buyer.

GENERAL TERMS OF WARRANTY

1. Ceratec shall allow on items or components purchased from third parties the warranties obtained for itself from the supplier concerned. At his request in writing, the buyer may obtain a copy of such warranties.
2. Ceratec undertakes to allow the following warranty in the event of hidden defects discovered in the machine/plant supplied and that must be considered as the indisputable result of errors made by Ceratec in designing and/or manufacturing/assembling the machine/plant.
3. Ceratec allows a warranty of one year or 2100 operating hours and the first of these two terms that has been completed shall terminate the warranty automatically. This warranty shall cover only the replacement of the equipment, after it has been received, for which the warranty has been claimed, applicable to all defective components, except for possible components subject to wear. This warranty shall not cover possible customs duties, freight, disassembly and assembly costs, travel and accommodation expenses, etc.
4. The period of warranty begins to run from the delivery of the machinery/plants (cfr. General Sales Terms, art. 5.1) or, if the machinery/plants have been assembled by Ceratec at the facilities of the buyer, from the time of delivery or, at the latest, after 8 weeks following the delivery.
5. Any repairs or replacements resulting from force majeure or from faulty interventions by the buyer such as, for instance, failure to comply with instructions regarding maintenance, operating and using the machine or from any faulty intervention by third parties, shall not be covered by this warranty and shall therefore remain at the buyer's expense.
6. Possible adjustments made by the buyer or by third parties on the machine/plant shall terminate this warranty automatically and irrevocably.

Ceratec shall not accept any liability for errors made during the designing or the manufacturing/assembling of any machine/plant in the event where this design or this manufacture/assembly had to be effected in accordance with the instructions and/or the concept and/or drawings provided by the buyer or by any third party.