

GENERAL TERMS OF SALE

1. Application - These general terms of sale apply, to the exclusion of all other terms, to all offers, orders and agreements pertaining to the delivery by EPSILON, with its registered office at 1159 Kanaal Noord, 3960 Bree (hereinafter "EPSILON"), of goods and/or services to a client (hereinafter the "Client"). Derogations from these terms are only valid if they are expressly agreed in writing between EPSILON and the Client. The Client hereby expressly rejects the application of all other terms (of purchase).

2. Performance - The parties agree that all obligations arising directly or indirectly from the present agreement, including for example the obligation for the purchaser to pay the purchase price, must be performed at EPSILON's registered office.

3. Jurisdiction - governing law - All offers, orders and agreements between EPSILON and the Client shall be governed exclusively by Belgian law. Any disputes arising therefrom shall be submitted to the exclusive jurisdiction of the Hasselt courts.

4. Intellectual property rights - All intellectual or industrial property rights, including without limitation patent rights, trade mark rights, rights to trade names, copyrights and neighbouring rights, database rights, designs and models (hereinafter the "Intellectual Property Rights") relating to all intellectual creations made available, by contract, between EPSILON and the Client, including without limitation goods, projects, designs, documents, reports, estimates, databases, inventions, discoveries, as well as the preparatory materials for the latter, data and know-how, are the property of EPSILON or, as the case may be, its licensors. The Client cannot modify or remove any indication whatsoever of these Intellectual Property Rights from the goods delivered by EPSILON. The Client cannot use EPSILON's Intellectual Property Rights without EPSILON's prior written consent.

5. Confidentiality - Each party guarantees that it will not disclose to third parties any confidential information received from the other party, both during as well as after the end of the applicable agreement(s) and that it will use any confidential information solely in the framework of the agreement between the parties. Information will in any case be considered confidential if it has been indicated as such by a party.

6. Offers and agreement - All offers by EPSILON are non-binding and do not oblige it to deliver the goods concerned. Unless indicated otherwise therein, an offer shall only be valid for fifteen (15) calendar days from its issuance. An agreement between EPSILON and the Client is created by written acceptance of the Client's order or by the commencement or performance of the latter by EPSILON. If information necessary to perform the agreement is not made available to EPSILON or not made available as agreed or if the Client otherwise fails to fulfil its obligations, EPSILON can suspend performance of its obligations under the agreement concerned and bill the Client for any costs incurred, at its usual rates.

7. Delivery - The (delivery) times indicated by EPSILON are indicative only and are not final dates. If it appears that a deadline will not be met, the parties will consult as soon as possible. Except as otherwise provided in Article 10 (Claims), delivery equals receipt and acceptance by the Client and releases EPSILON from all liability for apparent defects. Upon delivery, any risk in relation to the delivered goods is transferred to the Client.

8. Reservation of title - EPSILON retains title to all goods delivered to the Client until the latter has completely satisfied all of its (payment) obligations in relation to all goods or services delivered or to be delivered, or other works performed or to be performed pursuant to agreements concluded with the Client. The goods cannot be pledged or otherwise encumbered or transferred to a third party. The Client is obliged to insure the goods against theft, loss, damage and destruction until payment in full and to notify EPSILON immediately if any third party asserts rights to the goods. If the Client fails to fulfil its payment obligations, EPSILON can take steps to repossess the delivered goods. To this end, the Client hereby authorises EPSILON to enter its premises or property where the goods are kept.

9. Duty to inform - The Client is obliged to provide EPSILON, at the latter's first request, with its VAT number, registration number with the Crossroads Enterprise Database, and the registration number and name under which the Client is known to the tax authorities.

10. Claims - The Client is obliged, upon the provision of goods and services, to inspect them and determine if they conform to the agreement. Any claim regarding goods or services appearing on the delivery notes and/or invoices of EPSILON or regarding the delivery notes and/or invoices themselves must be made in writing, in a substantiated registered letter, within eight (8) calendar days from discovery of the facts or defect on which it is based. The Client must produce proof of the time at which the facts or defect were discovered. In the absence of such proof, the facts or defect giving rise to the claim will be deemed to have become apparent in the month following delivery or performance of the works, if the claim pertains to delivered goods or services, or within a period of one month from receipt of the delivery note or invoice, if the claim pertains to these documents. In the absence of a claim within these time periods, the goods, service, and/or invoice will be deemed accepted by the Client, without reservation. If EPSILON finds the claim justified, it can, at its choosing, either continue the agreement and repair the defect or pay damages or terminate the agreement and reimburse the amounts already received from the Client. Claims by the Client that a good or service delivered by EPSILON does not meet the standards of quality required for normal use shall be time-barred one (1) year after the date of delivery of the good or service to the Client.

11. Warranty - If a warranty has been provided by EPSILON, it shall be cancelled if the goods under warranty are used in a manner that does not comply with the order or are used improperly by the Client, the instructions for use are not followed, unskilled repairs are made or alterations effected, or the goods are commingled with those of third parties or are transferred to a third party. In any case, the warranty cannot last longer than the initial warranty provided by the maker of the product in question, with an absolute maximum of six (6) months.

12. Price - Any variance in the price is only valid if confirmed in writing by EPSILON. All duties, taxes, charges, etc. due in addition to the price shall be borne by the Client. Delivery charges shall be billed separately.

13. Payment - EPSILON's invoices are payable in cash and without a discount at its registered office, in the currency indicated on the invoice. All payment charges shall be borne by the Client.

14. Interest for late payment - If payment is not made in cash, interest at an annual rate of 12% will accrue on the unpaid balance, by operation of law and without prior notice or formalities being required, from the invoice date until the date of payment in full. In this case, if the unpaid amounts are not settled immediately upon request, lump-sum compensation of 10% shall be due, by operation of law and without further formalities, with a minimum of €50 per invoice, in order to cover the costs caused by the debtor's default, without prejudice to EPSILON's right to claim a higher amount for actual harm suffered. In the event of partial payment, EPSILON shall first allocate the payment to charges and interest, and only then to the principal, in accordance with Articles 1254 and 1255 of the Civil Code.

15. Payment terms - The bills of exchange issued by EPSILON and the payment periods and/or terms granted by EPSILON do not imply any deviation from the preceding clause and do not constitute a novation. Any claim against a bill of exchange, even unpublished, shall render all other bills of exchange immediately due, even if they have not yet arrived at maturity. EPSILON reserves the right to request the necessary guarantees from the Client if the latter's solvency can reasonably be called into question.

16. Cancellation - If an order is cancelled by the Client, EPSILON can either call for performance of the agreement or accept the cancellation and consider the agreement as having been terminated by the other contracting party. If EPSILON considers the agreement to have been terminated, it has the right to lump-sum compensation of at least 30% of the agreement, which amount can be increased if EPSILON proves greater actual damage.

17. Liability - Without prejudice to the provisions of Article 10 (Claims), and except in the event of fraud on EPSILON's part, EPSILON shall not be held liable for damage sustained by the Client in the context of an order, offer or agreement entered into with EPSILON. EPSILON expressly excludes by this clause liability for damage caused by its gross negligence or by gross negligence or fraud on the part of its employees and agents. If EPSILON, despite the present exclusion of liability, is nonetheless held liable it will only pay damages up to the invoice amount paid by the Client for the goods or services that caused the damage, cumulatively up to a maximum of €5,000, it being understood that any negligence by the injured party shall exclude EPSILON's liability.

EPSILON can raise all statutory and contractual defences to avoid liability, both on its own behalf as well as on behalf of its employees and agents.

The provisions of these terms do not affect the strict imperative civil liability of EPSILON, including inter alia under the Product Liability Act of 25 February 1991, for defective products.

18. Liability - EPSILON can in no case be held liable for indirect damage, including (without limitation) loss of profit, losses and expenses incurred, as well as lost orders and savings.

19. Repairs and alterations - For any act comprising a repair, alteration or the like to EPSILON's goods, the party that wishes to carry out and/or have carried out the act in question, including by the client-end user, must request the prior, written, express and direct consent of EPSILON.

20. Liability - A party that performs any of the abovementioned acts for which prior, written, express and direct consent is requested and obtained shall be obliged to hold EPSILON harmless for any damage, of any type whatsoever, which could be claimed from EPSILON as a result. It is up to the party that performed the act to prove, if necessary, that the damage existed prior to the act in question.

21. Liability - Any act, as defined above, for which prior, written, express and direct consent is not requested and obtained constitutes a tortious act on the part of the party that failed to request such consent, including the client-end user.

22. Liability - Any information contained in brochures, catalogues, plans, descriptions, advertisements or similar documents does not bind EPSILON and/or cannot constitute a wrongful act on its part or trigger its liability.

23. Termination - If the Client, in any manner whatsoever, commits a breach in the course of performing any of its obligations to EPSILON, the bankruptcy of the Client is sought or declared, the Client's business is liquidated or the Client ceases (in whole or in part) its activities, EPSILON can terminate or rescind in whole or in part the agreement(s) with the Client, effective immediately, or suspend the (future) performance of the agreement(s) with the Client, without prejudice to its rights and without any obligation to pay damages. If EPSILON terminates or rescinds the agreement(s) on the basis of the foregoing, all amounts owed by the Client to EPSILON in any manner whatsoever shall become immediately due, without prejudice to any other rights EPSILON may have.

24. Force majeure - If proper performance on the part of EPSILON is rendered impossible, in whole or in part, due to one or more circumstances which cannot, in accordance with Articles 1147 et seq. of the Civil Code, be imputed to EPSILON, including without limitation non-performance of obligations by sub-contractors, EPSILON can, without being liable for damages:

(a) in the event of temporary impossibility, at its choosing, rescind or terminate the agreement(s) with the Client or perform the agreement(s) at a later date, but in any case no later than six (6) months from the start of the temporary impossibility; (b) in the event of permanent impossibility, rescind or terminate the agreement(s).

EPSILON shall inform the Client as soon as possible of the occurrence of the event of force majeure and indicate the extent to which it can continue to make deliveries.

25. Replacement and non-transferability - If any provision of these terms turns out to be invalid, EPSILON and the Client agree to replace the invalid or unenforceable provision with a provision whose content and economic scope come as close as legally possible to those of the invalid or unenforceable provision. The invalidity or unenforceability of one or more provisions shall not result in the invalidity or unenforceability of the other provisions of these general terms, which shall continue in full force and effect.

The agreements between the Client and EPSILON cannot be transferred to third parties.