

GENERAL TERMS OF SALE

1. In general

Unless otherwise agreed upon in written, the general terms of sale apply to all quotes made by nv Nv Empro Europe, to every and any agreement made between nv Nv Empro Europe and the buyer and to all invoices made by nv Nv Empro Europe, irrespective of whether the domicile or the registered office of the buyer is in Belgium or abroad and of whether the delivery shall occur in Belgium or abroad. The general terms of purchase of the buyer shall only be applicable provided they have been accepted in written by nv Nv Empro Europe. In case of contradiction between the thus accepted general terms of purchase and the present general terms of sale of nv Nv Empro Europe, the terms of the latter shall prevail.

2. Quotes and acceptance of orders

All quotes, both oral and in written, are made without commitments. The nv Nv Empro Europe shall only be committed by an order after the written confirmation of the order. The mere communication of prices, terms of delivery, contract terms, etc. does not imply commitments for nv Nv Empro Europe.

3. Delivery

a. Unless otherwise agreed upon in written, the goods shall always be delivered by nv Nv Empro Europe to the buyer ex works, Incoterm being interpreted according to the ICC Incoterms 2000.

b. The buyer shall verify the good condition of the merchandise before receiving the goods, control the amount of delivered units and he shall make the necessary reserve, if any, against the carrier who is solely responsible.

c. The terms of delivery agreed upon shall not be binding and cannot result in compensation nor in cancellation of the order. These terms of delivery shall be respected as well as possible.

4. Default of delivery by the suppliers

If nv Nv Empro Europe cannot respect its obligations towards the buyer because of a default of delivery by its suppliers, the buyer shall be entitled to claim a lump compensation amounting to 2 per cent of the amount of the order, with a maximum of € *.

5. Acts of God – force majeure

The liability of the nv Nv Empro Europe cannot be invoked when the non-compliance with its commitments due to cases of force majeure, such as war, unrest, partial of general strike, partial or general lock-out, infectious diseases, accidents in the business units, fire, machinery breakdown, bankruptcy of suppliers, lack of raw materials, etc.

Case of force majeure shall never entitle the buyer to dissolve the agreement or to claim compensation.

6. Refusal of goods/default of the customer

Should the purchase refuse the goods agreed upon or should he fail to respect his commitments, nv Nv Empro Europe shall be entitled to dissolve the agreement as of right and without previous summons, without prejudice to its right to claim compensation and interests. It suffices for nv Nv Empro Europe to express its will in an explicit manner.

Dissolution of the agreement is any, shall intervene as of right and without previous summons or court decision, after notification by registered mail. The buyer shall be committed towards nv Nv Empro Europe to compensate all suffered damages, including lost profits, administration costs, transportation costs, stocking costs, etc.

Moreover nv Nv Empro Europe shall be entitled to suspend, fully or partially, the further implementation both of the relevant contract and of all other contracts in course.

7. Complaints

a. Complaints for apparent defects shall be notified by the buyer to nv Nv Empro Europe by registered mail no later than five (5) days after receipt of the merchandise, under penalty of inadmissibility.

b. Complaints for hidden defects shall be notified to nv Nv Empro Europe by registered mail no later than eight (8) days after the discovery of the defect was allowed and anyhow no later than one (1) month after receipt of the merchandise, under penalty of inadmissibility.

c. In no case shall complaints be accepted, both for apparent and hidden defects, when the goods have been treated, processed or resold after delivery.

d. When the complaint is found to be legitimate, nv Nv Empro Europe shall be merely committed to replace the defective goods, in which case the buyer shall not be entitled to receive any additional compensation whatsoever.

e. No restitution of merchandise shall be made without the written authorisation of nv Nv Empro Europe; such authorisation shall in no way imply recognition of liability. Anyway, the return is made at the costs and risks of the buyer.

f. A complaint shall in no way discharge the buyer from complying with his commitment of paying invoices at the data agreed upon and according to the stipulated terms and conditions. Moreover complaint, even if it is legitimate, does not authorise the buyer to refuse the implementation of the agreement for merchandises which are not subject to complaint.

8. Payment

All invoices shall be paid at the registered office of nv Nv Empro Europe. Payments made per bank transfer, bills of exchange or any other way whatsoever cannot be interpreted as a renunciation of this clause and shall in no way result in renewal.

Unless otherwise agreed upon in written, agents and representatives of nv Nv Empro Europe shall not be allowed to cash invoice amounts.

Payments shall be made no later than thirty (30) days after date of invoice, without discount and in euro, unless otherwise agreed upon in written. All costs related to payment and the risks of exchange rates shall be for the account of the buyer.

If the confidence of nv Nv Empro Europe in the creditworthiness of the buyer is shaken by acts of execution after court decision against the buyer and/ or of other identifiable events which compromise or impede the earlier made commitments, nv Nv Empro Europe reserves itself the right to suspend the order, in part or in total, and to require the suitable guarantees from the buyer. If the buyer fails to address this requirement, nv Nv Empro Europe shall be entitled to cancel the order, in part or in total.

The preceding is applicable without prejudice to the rights of nv Nv Empro Europe to claim compensation and interests.

In default of full or partial payment at the maturity date, the outstanding invoices shall produce, as of right and without previous summons, an interest rate calculated according to the Belgian legal interest rate increased with two (2) per cent, with a minimum rate of twelve (12) per cent and the amount which is still outstanding after a letter of summons which remained vain, shall be increased with twelve (12) per cent of the amount of the invoice, with a minimum of € 125 and a maximum of

€ 2 500, even if deferred payment had been granted.

Default of payment of one single invoice at its maturity date makes the outstanding balance of all other invoices, even if they have not matured, immediately due as of right.

9. Reserve of property

The merchandises delivered by nv Nv Empro Europe to the buyer remain the property of nv Nv Empro Europe until the amounts due, inclusive of interests and costs; have been paid by the buyer. The buyer shall authorise nv Nv Empro Europe or its representative to visit his estates and buildings in order to seize back the merchandise. When nv Nv Empro Europe uses this right, it shall only imply dissolution of the sales agreement provided the buyer has been explicitly informed.

As long as the goods have not been fully paid, the buyer shall not be authorised to process, to sell, to pledge or otherwise use them by way of security. Moreover the buyer irrevocably and unconditionally transfers to nv Nv Empro Europe, which accepts, all claims he might have on third parties as a result of the sales of the merchandises, even after processing, which belong to nv Nv Empro Europe.

The advance payments remain acquired to nv Nv Empro Europe in order to compensation losses, if any, in case of resale.

10. Applicable law and competent court

In case of dispute, the Courts of the district of Dendermonde or the Courts of the domicile or registered office of the buyer, according to the option of nv Nv Empro Europe, shall be competent.

The relations between nv Nv Empro Europe and the buyer shall be exclusively be construed according to Belgian law.