

**GENERAL TERMS AND CONDITIONS OF SALE OF VANSICHEN**  
**LINEAIRTECHNIEK BVBA. (HEREINAFTER VANSICHEN)**

1. Application

Unless otherwise agreed in writing, Vansichen will only be bound by its own order confirmation and these general terms and conditions of sale (hereinafter: T&Cs), to the express exclusion of Client's own contractual terms and conditions. Client's own contractual terms and conditions will therefore only be binding on Vansichen if it has accepted them in writing.

In case of inconsistency between these T&Cs and special terms and conditions that have been agreed upon in writing between Vansichen and Client, the latter will prevail.

2. Formation and amendment of the agreement

Vansichen is only bound by its own order confirmation or by a contract that it has expressly signed. All prior documentation that has been exchanged with Client cannot bind Vansichen in any way.

The agreed prices only relate to the goods and/or services described in the order confirmation or in the special agreement between Vansichen and Client. Any additional supply of goods and/or services will only take place on the basis of an additional and separate contractual document. In that case, Vansichen will be entitled to adjust its prices to the tariffs which apply at that time.

If the price is based on unit prices for a specific quantity, the price will be adjusted if the quantities differ by more than 5%.

If the order confirmation and/or signed contract is based on information provided by Client, which is subsequently altered irrespective of Vansichen, Vansichen will be entitled to charge Client additional costs for this alteration if the differences exceed 5% in relation to the original technical data, including but not limited to distances, weight of loads, speed, acceleration, etc.

Such differences will also lead to an extension of the delivery period.

3. Delivery of goods – Transfer of Transport – Risk

The specified delivery periods are only estimates. Delays cannot give cause for Client to terminate the agreement under any circumstances.

If Client can produce actual proof of the damage he has suffered as a result of a late delivery by Vansichen, Vansichen shall pay compensation of 0.5% of the contract price for each week of delay, limited however to a maximum of 5% of the contract price.

The delivery of the goods by Vansichen will take place ex-works from its partner workshop in Lummen (Belgium) or from any other place stipulated in the special terms and conditions. Full risk of the goods passes to Client at the time of delivery. Transport of the goods is always at the Client's risk and expense, even if Vansichen has been requested by Client to organise the transport. In this latter case, Vansichen will only act as Client's agent.

Vansichen is entitled to store goods that are ready for transport but which have not been collected, through no fault of its own, by Client on the agreed delivery date at Client's risk and expense (1% per month of the net invoice value of the goods concerned) and to also demand payment as though delivery has taken place.

If the parties have agreed that delivery can take place on demand, Vansichen will be entitled to deliver all remaining goods to Client on expiry of the agreed period.

#### 4. Provision of services

Vansichen only has a best-efforts obligation with regard to the provision of services. It is up to Client to provide proof that Vansichen failed to act with the due care that may be expected of it when providing the services.

#### 5. Payment

In the absence of a contrary stipulation, payment of the goods must be made in three instalments:

- 30% of the total price in cash when the agreement is concluded;
- 60% of the total price in cash upon delivery of the goods pursuant to Article 3;
- 10% of the total price within 30 days of the end of the month after the second instalment.

Services are payable in cash at the time they are provided.

Payment must take place at the registered office of Vansichen in Hasselt (Belgium). All payments must be made without any deductions or set off.

**Delivered goods will remain the sole property of Vansichen for as long as they are unpaid.**

Interest at the reference interest rate plus 7% and rounded up to the next half per cent will be added to any unpaid invoice from its due date, by operation of law and without any notice of default. Fixed compensation of 10% of the outstanding invoice amount will also be added to any unpaid invoice, by operation of law and without any notice of default, unless the actual collection costs – including those of legal representation – are higher.

The failure to pay one invoice by the due date makes the outstanding balance of all remaining invoices, even if they are not yet due, immediately due and payable by operation of law and without any notice of default.

#### 6. Complaints

Complaints concerning an invoice must be made by Client in writing within eight days of receipt of that invoice. Subsequent complaints are late.

Visible defects which Client does not comment on at the time of delivery, as provided for in Article 3, will be deemed to have been accepted by Client.

Client must submit a written complaint concerning hidden defects to Vansichen immediately after the discovery thereof and no later than six months after the actual delivery. Subsequent complaints are late.

Client must motivate any complaint accurately and in detail. The burden of proof in respect of any invoked non-conformity or defect rests with Client.

No complaint of any nature will entitle Client to suspend or cancel his payment obligations.

#### 7. Warranty – Liability

Depending on which period is completed first, Vansichen warrants the dependability of the goods/services it supplies to Client for six months after the delivery thereof, or for six months after the use thereof by Client for 1,000 operating hours. Vansichen will not give any greater warranty to Client on third-party components than it receives from its own supplier.

If Client proves that a delivery is defective, Vansichen shall, at its discretion, either repair or remedy the defective goods/services or issue a credit note for the corresponding invoice. If Vansichen decides to repair, it may do so in the manner that is most effective and cost-efficient for it as regards the repair method, location etc.

Vansichen's warranty obligation is strictly limited to the aforementioned. Accordingly, Vansichen can never be held liable for the payment of any other compensation to Client such as for the disruption of manufacturing, loss of production or any other form of business interruption, or for damage suffered by third parties.

The warranty will also not apply if the defects have been caused by Client's incorrect use, negligence or lack of maintenance, or in case of normal wear and tear. Wear parts of the goods are therefore excluded from the warranty. The warranty will likewise not apply in case of force majeure or if Client has altered and/or repaired the goods at his own initiative without consulting Vansichen beforehand.

Client must always provide proof of any defect.

#### 8. Anticipatory breach – Express avoidance clause

Notwithstanding its right to full compensation, Vansichen will be entitled, after sending a written notice, to suspend performance of its own obligations in case of a failure to pay on one due date or breach of any other contractual obligation by Client.

Under the same conditions, but after sending a prior notice of default demanding performance, Vansichen is however also entitled to terminate the agreement automatically and by operation of law by means of a written notice. In case of termination, all advance payments made by Client will be retained by Vansichen as compensation of the damage it has suffered, notwithstanding its right to prove and recover any additional damage from Client.

If Vansichen has valid reason to assume that Client will not fulfil his payment and/or other obligations (e.g. the withdrawal of credit insurance in relation to Client), Vansichen will also be entitled to suspend its obligations until Client, after a prior written request for that purpose, has been able to convince Vansichen, among other things by furnishing security, that he will indeed be able to comply with his obligations.

#### 9. Intellectual property

Client expressly confirms that Vansichen is the exclusive holder of the intellectual property rights and that these will remain associated with the goods/services supplied by

Vansichen to Client. Client namely acknowledges the existence of exclusive rights of Vansichen relating to linear or other technologies (hereinafter: the Technology) developed and/or produced by Vansichen. An order and/or contract of sale does not give Client any right to the Technology, or to any patent, know-how, information or any other industrial or intellectual property rights.

If any use of knowledge belonging to Vansichen (or one of its affiliated companies) leads to new or derived creations relating to the Technology, the commercial and intellectual rights thereof will belong to Vansichen.

Client undertakes not to disclose any details which he learns in relation to an agreement and to take the necessary measures in order to keep these details confidential. This includes but is not limited to specific know-how, industrial secrets, highly technical procedures, etc. Client also undertakes not to determine the know-how in Vansichen's Technology by means of reverse engineering, or to apply or allow such know-how to be applied.

Any reproduction or application of the Technology is subject to the prior written consent of Vansichen, which reserves the right of refusal or reasonable compensation.

Any breach of the aforementioned provisions will give rise, in any case, to fixed compensation of €[10,000.00], which cannot be reduced, notwithstanding Vansichen's right to prove and recover any additional damage that it has suffered from Client.

#### 10. Applicable law – Jurisdiction

All transactions entered into by Vansichen will be governed by Belgian law.

In case of any dispute, only the district courts of Hasselt (Belgium) will have exclusive jurisdiction, on the understanding that Vansichen will also be entitled to bring a dispute before the district court of Client's registered office or place of residence.