

GENERAL TERMS OF SALE

1. GENERAL

Unless otherwise agreed in writing, these general terms shall apply to all quotations made by ARUBIS BVBA, every agreement concluded between ARUBIS BVBA and the customer and all invoices by ARUBIS BVBA, irrespective of whether the customer's domicile or registered office is in Belgium or abroad and of whether delivery is to be made in Belgium or abroad. The customer's general terms of purchase shall be applicable only if they are accepted by ARUBIS BVBA in writing. In the event of a conflict between the terms of purchase thus accepted and ARUBIS BVBA's current terms, the latter shall always prevail.

2. QUOTATIONS

Unless explicitly stated differently, quotations shall remain valid for 60 days from the date they were drawn up. A variation from the quotation shall also be possible should particular facts, provided by the customer, and necessary for the determination of the price not appear to match reality.

3. ARUBIS BVBA'S COMMITMENTS

Any undertakings into which ARUBIS BVBA has entered shall be binding only upon written confirmation on its part.

4. CANCELLATION OF ORDERS

In the event of cancellation by the client within 24 hours of his order, confirmed by ARUBIS BVBA (base is date of fax or email of ARUBIS BVBA), a sum equal to 25% of the agreed price shall be due, as a contractual, fixed compensation.

5. CONTRACTUAL RELATIONSHIP

All agreements between ARUBIS BVBA and the customer shall be part of an overall contractual relationship. Should the customer not meet his undertakings arising under a particular agreement, ARUBIS BVBA may defer further performance of both the agreement in question and all other current agreements.

6. DELIVERY & PRICES

Unless otherwise agreed in writing, all agreements with the customer concluded by ARUBIS BVBA shall apply "ex works". As a result, ARUBIS BVBA shall have met its duty to deliver from the moment it has put the goods at the disposal of the customer on its premises. The customer can always have himself represented. If, for any reason, the goods are not collected by the customer on the delivery date, the merchandises shall remain on ARUBIS BVBA's premises on the customer's account and at his risk including the risk of fire. Unless otherwise agreed in writing, the customer shall bear all costs related to the transport of the goods from ARUBIS BVBA's premises to the desired destination even where carriage paid delivery is agreed. Agreed delivery times are indicative, unless otherwise agreed in writing. Delivery terms shall be respected as much as possible. Overrunning the delivery term cannot entail any liability on the part of ARUBIS BVBA neither can it lead to annulling the agreement. The customer shall be bound to check the goods as for good condition and number before taking possession of them and making the necessary written and specified

objections if any to the carrier, who shall be solely liable. Goods shall be returned at the expense and risk of the customer. Changes to the order – if accepted by ARUBIS BVBA – automatically mean that the delivery date previously set will be postponed. The period of late advance payments shall automatically be added to the delivery date.

7. FORCE MAJEURE

ARUBIS BVBA can not be held liable in case non-compliance with its commitments is caused by acts of force majeure such as war, riot, partial or general strike , partial of general lockout, infectious disease, industrial accident, fire, breakage of machinery, insolvency of suppliers, shortage of raw materials, etc. Force majeure shall in no event entitle the customer to annul the agreement or to claim damages.

8. REFUSAL OF GOODS / DEFAULT BY THE CUSTOMER

If the customer refuses delivery of the goods purchased or does not meet his obligations towards ARUBIS BVBA , ARUBIS BVBA may opt for breaking up the entire agreement or part thereof subject to damages or else for enforced execution of the order. It shall be sufficient for ARUBIS BVBA to make its known explicitly . Any termination of the contract, will be judicial and without any prior notice of default or judicial intervention, if notified by registered letter. The customer shall thereby be bound towards ARUBIS BVBA to compensate all damages incurred including loss of profit, administrative costs, transport costs, storage costs, etc. Furthermore ARUBIS BVBA shall be entitled to defer further execution of both the agreement concerned and other current agreements as a whole or in part.

9. DEFECTS

Upon delivery the customer shall check whether the goods delivered show visible damage or defects. Visible damage or defects must be reported by the customer, in a clear and specific way, to the forwarder through remarks on the packing list, and to ARUBIS BVBA by means of a registered letter or fax , within 24 hours after delivery. Late complaints will not be accepted. A complaint concerning hidden defects must be made by registered letter not later than one month after delivery. Late complaints will not be accepted. In the event of an acceptable and justified complaint regarding defects in the goods, ARUBIS BVBA shall replace or repair the goods delivered. ARUBIS BVBA may in no event be held to any other compensation and neither can any other penalty be imposed upon it.

10. TAXES

In the absence of a written agreement to the contrary, all taxes shall be borne solely by the customer. A possible change in the amount of taxes can never be ground for breaking up the agreement.

11. ACCEPTANCE OF INVOICE – PAYMENT

Invoices are payable within 30 days after date of invoice , net without discount, unless otherwise specified by ARUBIS BVBA. All invoices shall be payable , at ARUBIS BVBA 's registered office. The invoices are payable in Euro, unless otherwise specified by ARUBIS BVBA. Every invoice shall be deemed to have been accepted 8 days from its dispatch unless a written objection is received by registered letter. Payment made by transfer, bill of

exchange or any other method from abroad does not change this regulation nor shall it imply any debt novation.

If ARUBIS BVBA 's faith in the credit worthiness of the customer is shaken by acts of judicial actions against the customer and/or other provable events that put in question or render impossible faith in the proper fulfillment of the customer's obligations, ARUBIS BVBA reserves the right to postpone the entire order or part thereof even if the goods have already been dispatched wholly or in part and to demand suitable guarantees of the customer. If the customer refuses to provide these , ARUBIS BVBA reserves the right to cancel the entire order or part thereof. All of above shall apply without prejudice to ARUBIS BVBA 's rights to damages and interests. In the event of total or partial non-payment on the due date, unsettled invoices shall be subject , judicially and without prior notice of default, to late payment interest at EURIBOR +8% and , after notice of default has been given without any result, the outstanding balance shall be increased by 10% of the invoice amount with a minimum of 125 EURO even when a deferred payment has been allowed. Non-payment of an individual invoice on the due date shall render the outstanding balance of all other invoices, due or not, payable immediately by of right.

12. RIGHT OF OWNERSHIP

Goods supplied to the customer by ARUBIS BVBA shall remain the property of the latter until all payments due, including interests and costs, have been paid by the customer to ARUBIS BVBA . The client undertakes not to sell, process or assign the goods, subject to the right of ownership, as long as they are not fully paid for. Advance payments remain with ARUBIS BVBA as a compensation for any possible loss on resale.

13. APPLICABLE LAW AND STIPULATION OF JURISDICTION

Any conflicts between the customer and ARUBIS BVBA shall be subject to the sole jurisdiction of the competent courts in de judicial district of Halle. The relationship between the customer and ARUBIS BVBA shall be governed exclusively by Belgian law.

14. INDEPENDENCE OF CLAUSES – DUTCH TEXT

The fact that one or more stipulations of these terms might prove to be invalid, can never influence the applicability of the remaining clauses. In the event of a dispute regarding the interpretation of these terms, the Dutch text shall always prevail.