

GENERAL TERMS

Art. I – PRELIMINARY

Except where otherwise expressly agreed to in writing by Centexbel, all contractual performance by Centexbel is subject to these general terms, which shall prevail over any other contractual stipulation, including the general purchase conditions of the customer.

Art. II – OFFERS AND PRICES

The contract shall not come into effect until confirmed in writing by Centexbel or as from such time at which performance of the contract is commenced.

Unless otherwise expressly stated, prices are indicative. Centexbel reserves the right to adjust said prices according to changes in its cost prices.

Art. III – PAYMENT OF INVOICES

Invoices must be paid no later than 30 days after the end of the month in the currency mentioned on the invoice.

An invoice that is not paid in full within said period shall automatically and without notice carry a surcharge indemnity equal to 15% of the sum due or 100 euros, whichever is greater. The sum including the surcharge shall automatically and without notice bear interest at a rate equal to 1% per month. Each month commenced shall be regarded as a complete month.

Art. IV – COMPLAINTS

Complaints concerning invoices may only be considered if they are received by Centexbel by recorded delivery post within a period of eight days after receipt of the invoice. Lodging a complaint does not relieve the customer of his payment obligations.

Art. V – TERMINATION OF THE CONTRACT BY CENTEXBEL

In the event of non-payment by the customer or if he fails to fulfil his obligations, Centexbel may immediately terminate the contract by simple written notice eight days following a notice of default that has not been heeded. This shall be without prejudice to Centexbel's right to claim reimbursement of the costs incurred and compensation for any loss suffered.

Art. VI – TERMINATION OF THE CONTRACT BY THE CUSTOMER

Any termination of contract by the customer must be done in writing. Such termination shall only be valid if there is written acceptance by Centexbel. If the customer terminates the contract, he shall be liable for damages equal to 25% of the total amount to be invoiced.

Art. VII – LIABILITY

Any damage, whether direct or indirect, sustained by a customer or a third party shall in no event incur the liability of Centexbel. Samples provided shall only be returned on the prior written request of the customer. The customer must indicate in writing the potential risks of the samples he procures.

Art. VIII – TERMS OF PERFORMANCE AND FORCE MAJEURE

Centexbel undertakes to carry out each order with a maximum of care, in compliance with the rules in effect and confidentiality and bearing in mind the state of the art and knowledge. However, this does not impose an absolute obligation on it to achieve a certain result. Centexbel undertakes to do everything possible to meet the deadline agreed for performance. Any delay on Centexbel's part shall not give rise to payment of any damages and shall not entail the termination of the contract. The occurrence of a force majeure shall *ipso iure* suspend Centexbel's obligations and relieve Centexbel of any liability or any loss that might result therefrom.

Art. XI – APPLICABLE LAW AND COMPETENT COURTS

Any dispute concerning the execution, validity, interpretation or performance of a contract between Centexbel and one of its customers shall be governed by Belgian law and be subject to the exclusive jurisdiction of the courts at the place where Centexbel has its registered office.