

GENERAL TERMS AND PURCHASE CONDITIONS OF WIESE EUROPE BVBA

Definitions

Buyer: Wiese Europe bvba, with registered office at B-2960 Sint-Job-in-t-Goor (Brecht), Smederijstraat 16, RPR Antwerp, VAT number BE 0435.512.677. Products: products, installations and/or services of any kind. Seller: any natural person and/or legal entity where the purchaser buys products or intends to buy from.

Scope

1. These terms and purchase conditions apply to all orders, agreements and contracts where the purchaser buys products or acquires from the vendor ("order" or "agreement").
2. Deviations from and additions to these terms and conditions are only valid when these are explicitly written and agreed by Wiese Europe.
3. The application of any delivery or other conditions of the vendor is hereby explicitly excluded, unless otherwise agreed in writing.

Orders

1. Each delivery shall be part of a written order of the purchaser.
2. In the absence of a written confirmation of the order by the vendor to the terms and purchase conditions of the purchaser, within 8 calendar days after posting of the written order, the order will be considered silently accepted.
3. Each order can be repealed by the purchaser after written notification to the vendor, with immediate effect and without giving motive to any compensation by the purchaser, unless this order was already fully accepted by the vendor.

Deliveries

1. Unless otherwise agreed in writing, all orders are delivered DDP (in accordance with the most recent version of the Incoterms, issued by the International Chamber of Commerce) in the manner, time and place as indicated in the order.
2. Deliveries for the warehouse can only be accepted during the opening hours of the warehouse as stated on the front of the order.
3. Deliveries must be preceded or accompanied by a bill of lading, shipping note or consignment note. The order number and the product references must be mentioned on all documents. Without these references, the products can be refused.
4. The purchaser cannot be obliged to accept a partial delivery, unless otherwise agreed in writing.

Compensation for late delivery

The delivery date mentioned on the agreement is binding. For each full week that the delivery period is exceeded, the vendor owes the purchaser a fee of 0.5% (per week or the equivalent of a week) of the purchase price with a maximum of 10% of the total value of the order, without prejudice to the right of the purchaser on a supplementary compensation for all real damage suffered and without prejudice to the right of the purchaser to cancel the whole contract or a part of the contract.

Transfer of Ownership

The ownership of the products shall pass to the purchaser at the time of delivery.

Warranty

1. The vendor guarantees that all products delivered are:
 - a. In accordance with the specifications listed in the order,
 - b. In full compliance, at the time of the delivery, with all laws, requirements, guidelines and government regulations, as well as the in general recognized standards in the industry, technical standards and in the state of the art,
 - c. Equipped with the necessary warnings, clear safety instructions and warnings
 - d. Are suitable for the purpose for which they were intended
 - e. Are free of shortagesThe information provided by the purchaser as referred to in subparagraph 1a, doesn't dismiss the vendor of his responsibility towards the good quality of the delivery.
2. If the products are affected by a shortage, the purchaser has the choice between repairing, replacement of the products by others of the same kind and the same type, a price reduction or the cancellation of the contract, without prejudice to the right of the purchaser for compensation for all damage caused by the shortage.
3. For products that can be repaired or replaced, unless otherwise agreed in writing, a guarantee of 18 months after delivery is applied. Any product or part that shows a shortage or defect during this period, will be replaced or restored for free, and this as well for wages as for materials as for transport costs, and this immediately after notice. For the replaced or recovered products and/or component, a guarantee of 12 months is applied again, the total duration of the guarantee cannot be less than 18 months, without prejudice to the right of the purchaser for damages
4. The purchaser will notify the vendor in writing of any lack of the delivered products as soon as they are discovered.

Changes to the products

The seller will inform the purchaser in writing of any change or modification on the composition of the materials or design. Any change or modification is subject to the written approval of the purchaser

Insurance

As long as the vendor delivers services on the areas of the buyer, he shall have insurance for workplace accidents for his employees and hereby state a distance of story to the purchaser. Upon request of the purchaser, the vendor must provide him an insurance certificate. In case of the absence of a written consent of the industrial accident insurer of this distance of story, this will secure the purchaser towards any claim of the vendor which may arise against the purchaser

Payment and payment terms

1. Invoicing will take place only after full delivery
2. 2. Payment will take place 30 days end of month after receipt of the invoice, if all conditions mentioned on the order have been fulfilled, and if the invoice meets all legal requirements and contains at least the following entries: order number or references to the order number, and references to the products.
3. The purchaser reserves the right to compensate the price of the products against any due amount by the vendor, whatever the reason or nature of this is, including flat-rate compensation and/or complaints regarding quality.

Secrecy

The seller is obliged not to use confidential information of the purchaser or disclose to third parties, unless this is necessary for the execution of the order and on condition that these third parties also commit to this secrecy

Intellectual property

1. All drawings, standards, guidelines, methods of analysis, recipes and other documents issued by the purchaser to the vendor for the production, as well as all documents that are based on explicit instruction of the purchaser by the vendor, shall remain the property of the purchaser at all times and the vendor will not use them for any other purposes, reproductions or make them available for third parties. The vendor will keep these documents and all copies and return them on first request to the purchaser. The purchaser reserves the intellectual property rights on all documents which he sends to the vendor;
2. The vendor declares that the delivery is no infringement on rights of intellectual property rights of third parties and also its use is not otherwise unlawfully to third parties and shall indemnify the buyer against all claims in this, without prejudice to the right of the purchaser for compensation.

Force Majeure

Both the purchaser and the vendor reserve the right to their obligations to suspend the agreement until the reason has ceased to exist, if the implementation has become impossible for reasons independent of their will, including but not limited to, strike, lock-out, business occupation, labor conflicts, whole or partial cessation of activity because of an administrative measure. If such situation lasts longer than 3 months, each of the parties has the right to cancel the contract. In any case, delays caused by illness or incapacity of staff members or third parties, delays caused by suppliers or material scarcity cannot be regarded as force majeure.

Termination

The purchaser is entitled to terminate the agreement immediately in whole or partial without judicial intervention and without any compensation, without prejudice to its other rights:

- a. If the vendor doesn't meet any obligation from the agreement and he doesn't recover that failure within 14 days after notice by the purchaser.
- b. If the vendor doesn't meet any obligation from the agreement and he doesn't recover that failure within 14 days after notice by the purchaser.

Applicable law and competent courts

Any agreement between the purchaser and the vendor is exclusively governed by Belgian law, excluding the application of the international sale of goods (CISG) of 11 April 1980. All claims or disputes arising out of this or relating to this fall under the jurisdiction of the courts of Antwerp.