

TERMS AND CONDITIONS OF SALE

1. Scope of application

These general terms and conditions of sale apply to all offers, orders and contracts relating to the sale of goods to companies (the "Customer") by the SA Groupe François, having its registered office at 6760 Virton, Zon.Ind. de Ruettes-Latour, Ruettes SN, and registered with the Crossroads Bank for Enterprises under number 0464.376.018, and the SA Logico, having its registered office at 418 Route de Longwy, L-4832 Rodange (Grand Duchy of Luxembourg), with the exception of the injection of electrical energy into the grid. Groupe François and Logico (as the case may be) are hereinafter referred to as the "Company". Placing an order with the Company implies full and unreserved acceptance of these terms and conditions by the Customer.

Any general or special terms and conditions of the Customer which contradict, derogate from or supplement these general terms and conditions are not applicable, unless the incorporation of such terms and conditions has been accepted in writing by the Company.

2. Product information

All information and data contained in the Company's general documentation and price lists are given for information purposes only and are binding on the Company only insofar as they are expressly included by reference in the Contract (as defined in article 3).

The Customer shall inform the Company as fully as possible of its exact requirements, and check that the goods and/or services offered by the Company meet its needs.

3. Conclusion of the Contract

Unless otherwise stated, price quotations sent by the Company to the Customer are valid for seven calendar days. If the Customer confirms in writing its unconditional agreement with the Company's offer (price, quantities, duration of the contract, delivery conditions, etc.), the Company will send the Customer an order confirmation containing the applicable conditions. The order confirmation, together with these terms and conditions, constitutes the entire contract between the parties (the "Contract").

Once the Contract is concluded, the Customer cannot cancel or modify the order without the Company's agreement.

4. Delivery

Deliveries are made to the location indicated in the Contract. If, under the terms of the Contract, the Company is responsible for transporting the products sold, the Customer shall inform the Company as fully as possible of the location of and access to the planned unloading site. If the Customer refuses delivery (except for reasons attributable to the Company or visible defects in the products) or if delivery cannot take place for reasons attributable to the Customer, the Customer shall be liable to the Company for all costs and damages incurred.

The Company will strive to deliver products as soon as possible. Late delivery will not give rise to any compensation whatsoever, except in the event of gross negligence or willful misconduct on the part of the Company. In particular, delivery times may be extended if the Customer fails to provide the Company with the information necessary for the proper execution of the order, if the Customer requests modifications to the initial order and/or if the Customer fails to meet its financial commitments, or in the event of force majeure. The Company shall not be liable for damages resulting from a delay in delivery, unless such delay is due to gross negligence or willful misconduct on its part. If delivery is delayed by more than 5 working days after the announced delivery date, the Customer may, as its sole remedy, cancel the order for the products concerned.

5. Inspection

The Customer must examine the quantity and condition of the products on delivery and immediately notify the Company in writing of any lack of conformity. Failing this, the products will be deemed to be in conformity and no further claims will be accepted (with the exception of hidden defects which cannot be detected by normal examination).

If the products delivered are non-conforming and the Customer notifies the Company so in accordance with the preceding paragraph, the Company shall either replace such non-conforming products or credit the price thereof. The remedies set forth in this article are the Customer's sole remedies in the event of delivery of non-conforming products, unless the delivery of non-conforming products is caused by the gross negligence or willful misconduct of the Company.

6. Prices and payment

Prices are fixed for the duration of the Contract, unless otherwise specified in the Contract.

Payment must be made before delivery of the products, unless otherwise specified in the Contract. The Company may modify the terms of payment stipulated in the Contract in the event of deterioration in the Customer's financial health or risk of insolvency. Any invoice unpaid on the due date will automatically and without notice bear interest at the rate of ten (10) % per year, as well as a conventional fixed indemnity of 10% of the invoice amount. Furthermore, the Company reserves the right to suspend deliveries.

Any dispute concerning an invoice must be sent by registered mail to the Company's head office within 10 days of the invoice date. Failing this, the invoice is deemed to have been accepted by the customer, and no further claims will be accepted.

7. Transfer of ownership and risks

The Company retains ownership of the products delivered until full payment has been received from the Customer. The risks are transferred to the Customer upon delivery.

8. Liability

To the extent permitted by applicable law, the liability of each party is limited to the total amount invoiced by the Company to the Customer during the 12 months preceding the event giving rise to its liability. The liability of the parties for indirect damages such as loss of profit is excluded in any event.

The limitations and exclusions of liability provided for in this article do not apply in the event of gross negligence or willful misconduct on the part of a party or one of its agents or, except in the event of force majeure, due to the non-performance of essential commitments of the contract and in the other cases provided for by law.

The parties will not be liable if the performance of their obligations is rendered impossible or delayed due to a force majeure. Force majeure refers to any event which (i) could not reasonably have been foreseen at the time of the conclusion of the Contract, (ii) occurs after the conclusion of the Contract, (iii) is not attributable to the negligence of either party and (iv) renders the performance of the Contract temporarily or permanently impossible.

The parties undertake to take reasonable steps to limit their damage as far as possible.

9. Confidentiality

The parties undertake to keep confidential and not to disclose to any third party any trade secrets or any other information relating to the other party, its activities, products and services, which it may have obtained in the context of the Contract and which may not be generally known to the public concerned. This obligation of confidentiality remains applicable for 10 years after the communication of the information concerned.

10. Non-transferability

The parties may not assign or transfer all or part of the rights, claims and obligations arising from the Contract to a third party without the prior written consent of the other party, subject to the Company's right to transfer its rights and obligations to an affiliated company.

11. Severability

If one or more provisions of these terms and conditions should be held invalid or unenforceable pursuant to any law, regulation or final decision of a competent court, the other provisions shall not be affected and shall remain in full force and effect. The parties agree, in this case, to substitute for any unenforceable or invalid provision a new valid provision that best achieve the objectives of the cancelled provision.

12. Applicable law and competent courts

Contractual relations between the parties are governed by Belgian law. In the event of a dispute, the courts located in the judicial district of the Company's registered office shall have exclusive jurisdiction.