

GENERAL CONDITIONS OF SALE

1. PREAMBLE

The name ESRI used hereinafter means "Esri BeLux N.V.".

2. APPLICABILITY AND ACCEPTANCE

These General Conditions shall apply to each order accepted by ESRI. Save ESRI's prior written consent with other conditions, the mere fact of the Buyer ordering ESRI to undertake works or to deliver goods or services shall imply the Buyer's agreement with all of our General Conditions of Sale mentioned hereinafter. The terms and conditions featuring in any order form or other document issued by the Buyer will not prevail.

3. DELIVERY

- 3.1. Unless otherwise agreed in writing, the goods shall always be delivered and shipped at the Buyer's risk. Freight charges (including possible freight insurance) and possible transport, travel and accommodation costs shall always be at the Buyer's expense, unless expressly stated otherwise.
- 3.2. The delivery and execution periods mentioned in the contract are only indicative; they have no binding effect on ESRI. Possible execution or delivery delays, whatever their cause, will never cause right to compensation, imposition of a fine, cancellation of the order or breach of contract.

4. PRICES

- 4.1. All prices are based on the current value of materials, labour and other prime costs of ESRI at the moment of tender. ESRI shall be entitled to adjust the prices by a fair proportion in case the above values should be altered.
- 4.2. Our prices do not include VAT or any other taxes, duties or importation rights and similar costs, which all devolve upon the Buyer.

5. PAYMENT TERMS

- 5.1. Orders are only executed upon full forgoing payment, unless expressly agreed otherwise.
- 5.2. Each invoice remaining unpaid upon maturity shall be subject by right and without any formal notice to interest of 1,5% per month of the invoice amount, as well as to a fixed settlement equal to 10% of the invoice amount (with a minimum rate of 62,00 €) for right to damages.
- 5.3. Without prejudice to the dispositions hereinabove, ESRI shall be entitled to suspend all further deliveries of works, goods or services until payment of all outstanding debts, or to consider the contract cancelled by rights and without prior formal notice, be it as a whole or for the part remaining to be executed.

6. RETAIN OF PROPERTY

Goods delivered shall remain the property of ESRI until complete payment, on the understanding that risks on the goods shall pass on delivery, as mentioned in art. 3 hereinabove.

In case of non-payment of the invoices upon maturity, ESRI shall have the right to immediately recover the delivered goods at the Buyer's expenses, and such only by means of a written warrant to the Buyer, without prejudice to ESRI's right to claim damages.

7. CLAIMS

Any claims concerning visible defects of works, goods or services delivered by ESRI have to be immediately notified in writing to ESRI at the moment of delivery. Claims concerning hidden defects having appeared within four (4) months after delivery have to be notified to ESRI by registered mail within five (5) days from the defect's appearance.

If the Buyer refrains from notifying any complaints in writing within the above mentioned time limits, ESRI will consider the works, goods or services to be unconditionally accepted and all claims relating thereto to be renounced.

The Buyer shall leave all contested goods untouched at ESRI's disposal; the aforesaid goods may not be returned to ESRI without ESRI's prior written consent.

If ESRI accepts a Buyer's complaint, ESRI's liability is limited to repair or, at its discretion, replacement of the contested goods, to the explicit exclusion of any other kind of liability, intervention or compensation on the part of ESRI.

ESRI shall never be liable for any direct or indirect damage to the Buyer as a consequence of the delivery of works, goods or services by ESRI.

8. CANCELLATION

ESRI shall be entitled to consider the contract cancelled by right and without previous formal notice in case of bankruptcy, apparent insolvency as well as any other alteration in the Buyer's juridical status.

9. APPLICABLE LAW - JURISDICTION

All contracts with ESRI are ruled solely by Belgian law. In the event of a dispute, only the Courts of Brussels have competence.

