

# GENERAL TERMS AND CONDITIONS BEOLOGIC NV

**1.** The commercial transactions between the public limited company "BEOLOGIC", with registered office at 44 Jolainstraat, 8554 Zwevegem (Sint-Denijs) (Belgium), VAT BE 0446.075.779, Register of Legal Entities of Kortrijk (hereinafter referred to as "BEOLOGIC") and the customer are governed by these general terms and conditions.

By placing an order, the customer acknowledges to have read and accept these general terms and conditions.

These terms and conditions always prevail on the customer's terms and conditions, even if they stipulate that they are the only valid terms and conditions.

The possible invalidity of one or more provisions of these terms and conditions does not affect the application of the remaining provisions. In the event of the invalidity of a provision, BEOLOGIC and the customer shall negotiate, insofar as possible and according to their loyalty and conviction, to replace the invalid provision by an equivalent provision which reflects the general intention of these general terms and conditions.

BEOLOGIC reserves the right to adjust or amend its general and special terms and conditions at any time.

**2.** A quotation from BEOLOGIC is free of obligation and shall only be considered as an invitation for the customer to place an order, unless explicitly provided otherwise.

The price, description and characteristics of the goods are only indicative.

BEOLOGIC may introduce technical changes to the composition of the goods and this change shall not entitle the customer to any rights whatsoever.

A quotation is only valid for a specific order and shall not apply to subsequent orders.

Quotations only include the goods explicitly mentioned in the quotation, to the exclusion of any additional work resulting from a change of the order by the customer, unforeseen circumstances or any other reason.

The customer's specific requirements with respect to capacities, results and/or expected performances of the goods to be delivered by BEOLOGIC are only binding for BEOLOGIC if and insofar these requirements are included in the written order confirmation or form part of a separate written agreement entered into by and between BEOLOGIC and the customer.

Non-functional differences between specifications and quality annotations and the actual execution of the goods delivered do not entitle the customer to any damages whatsoever.

**3.** An agreement is only valid after the written or electronic confirmation of the customer's order by a person authorized to commit BEOLOGIC.

The representatives/agents of BEOLOGIC are not authorized to commit BEOLOGIC.

Any changes or additions to the order, including with respect to payment conditions or delivery periods, are only valid after the written consent of both parties.

The price of these changes or additions shall be based on the price-defining elements applicable at the moment of accepting the changes or additions.

In the event of the customer's cancellation of an order or purchase, even in part, BEOLOGIC reserves the right to claim damages amounting to 25% of the price of the cancelled order or purchase, with a minimum of five hundred euros (€ 500.00), without prejudice to BEOLOGIC's right to claim the total damage substantiated by evidence including but not limited to the cost of the materials or goods ordered.

**4.** Any delivery period stated is approximate.

The failure to observe the stated period shall not result in a fine, damages, subrogation or the rescission of the agreement against BEOLOGIC.

A change to an order automatically cancels the stated delivery period.

BEOLOGIC is not liable for any delays resulting from defaulting suppliers of BEOLOGIC, the customer or a third party.

The failure to observe the delivery period shall not exempt the customer from his obligations.

**5.** If the customer delivers raw materials to be processed by BEOLOGIC, these materials have to be delivered in time (taking into account the delivery period), duly packed and DDP (Inco terms 2010) in the commercial premises of BEOLOGIC.

Only the signature on the transport documents

shall confirm the receipt of the goods.

BEOLOGIC shall assume without any research that the delivered raw materials can be processed in the product to be manufactured. BEOLOGIC is not responsible for the quality of the delivered raw materials and the customer waives any right to institute a claim against BEOLOGIC and/or shall indemnify BEOLOGIC against any claims from third parties for any faults in the material or any other defects of the delivered raw materials.

If the raw materials are delivered too late or cannot be processed by BEOLOGIC and causes production stoppages and/or any other damage, the customer is liable for any damage whatsoever suffered by BEOLOGIC as a result.

Without prejudice of an intentional act and serious error of BEOLOGIC, any difficulties or delays during the production caused by problems with the delivered raw materials shall extend the delivery period and increase the price by the additional costs caused by these problems.

The delivered raw materials shall be stored at the customer's risk and the customer explicitly exempts BEOLOGIC from any liability with respect to the storage (such as loss or damage).

**6.** Any circumstances which were reasonably unpredictable and unavoidable upon the execution of the agreement, and which make it impossible for BEOLOGIC to carry out the agreement or make the execution of the agreement financially or in any other way more difficult than planned (such as but not limited to war, nature phenomena, fire, attachment, supplier delays, illness, staff shortage, strikes, organizational circumstances, the failure to provide BEOLOGIC the necessary information about the execution of the order, the receipt of wrong information, the delivery of insufficient or inappropriate raw materials by the customer) shall be considered as force majeure.

They give BEOLOGIC the right to review, claim damages and/or terminate the agreement by simple written notice to the customer, without entitling the customer to claim damages.

**7.** Unless explicitly agreed to the contrary, the goods are always delivered EX WORKS (Inco terms 2010) the commercial premises of BEOLOGIC.

The risk for damage, destruction and the disappearance of the goods is transferred at the moment of the delivery of the goods. Any costs incurred by the reception of the goods are payable by the customer.

The storage of the goods before the delivery or collection is always at the customer's risk. The goods ordered by the customer are stored free of charge in our commercial premises for a maximum period of 5 working days from the date of delivery given to the customer. After this period BEOLOGIC reserves the right to charge the customer storage costs, fixed at 10% of the invoice amount of the stored goods for each month commenced.

**8.** The goods are always delivered in bulk or in standard packaging. The invoice shall be based on the weight actually delivered by BEOLOGIC. Immediately upon collection or delivery the customer shall carry out a first inspection. This obligation to inspect the goods refers to, inter alia: (non-exhaustive enumeration) quantity, composition, dimensions, conformity of the delivery, apparent defects, correct location(s), etc.

The customer has to report to BEOLOGIC immediately and in writing any verifiable discrepancies, on pain of nullity, within 48 hours after collection or delivery and in any case before the use of the goods.

Minor discrepancies with the usual tolerances shall not entitle the customer to lodge a complaint, claim damages or request the cancellation of the order.

The liability of BEOLOGIC is limited to the replacement or subsequent delivery of the missing or defaulting goods.

**9.** Any complaint for non-apparent defects, in particular with respect to defects which only become apparent during or after processing the goods shall be filed in writing and, on pain of nullity, within 10 working days after the discovery and at the latest within two months after the delivery, with a clear description of the problem.

There is no guarantee for goods which are deformed, out of dimension or in any way outside the specifications as a result of ageing, absorption of moisture or any other external causes which may occur during the storage or use of these goods.

Upon discovery of any defect, the customer shall immediately stop using, processing or manipulating the goods and do everything

possible to prevent (further) damage. The customer shall also cooperate with BEOLOGIC on any research and enable BEOLOGIC to investigate the circumstances of manipulation, processing and/or use at the customer's premises.

Any return of the goods delivered by BEOLOGIC has to be approved in writing by BEOLOGIC. By lack of agreement, all returns shall be refused and the costs incurred shall be charged to the customer.

If the customer delivers the raw materials in accordance with article 5, the guarantee is limited to the satisfactory execution of the processes ordered by the customer.

BEOLOGIC shall not be held liable and not provide any guarantee to cover:

**(i)** any defects resulting from the inadequacy of the materials and/or raw materials delivered and/or prescribed by the customer

**(ii)** any defects resulting from the inappropriate use or negligence by the customer or the customer's staff.

**(iii)** any defects due to normal wear and tear, incorrect manipulation, extraordinary charge, use of inappropriate company means, external influences or damage caused by force majeure.

**10.** A claim for indemnity against BEOLOGIC for hidden defects or non-conformity shall not be valid unless lodged before the expiry of one of the above-mentioned periods.

A complaint shall not entitle the customer to suspend the payment obligations. The customer shall compensate any expenses incurred on account of wrongful complaints.

The guarantees offered by BEOLOGIC to the customer shall, at the election of BEOLOGIC, be limited (in whole or in part) to: (i) replacement (ii) compensating damages limited to the price of the defective goods delivered by BEOLOGIC.

**11.** To the exception of the indemnity by BEOLOGIC under the above-mentioned guarantee provision, the liability of BEOLOGIC is limited to the amount of the invoice for the goods delivered by BEOLOGIC and in any case to the liability laid down in legal provisions with obligatory force.

BEOLOGIC shall not be obliged to compensate any indirect damage (such as but not limited to the loss of income or damage to third parties).

BEOLOGIC shall not be liable for any defects directly or indirectly caused by an act of the customer or a third party, whether or not caused by an error or negligence.

The use of the goods by the customer or by a third party is under the customer's responsibility and at the customer's risk. In that case, BEOLOGIC shall not be held liable for any direct or indirect damage arising from this use.

**12.** Except if explicitly agreed to the contrary, the prices quoted by BEOLOGIC are exclusive of VAT or any other taxes or delivery, transport, travel and transfer, insurance and administration expenses.

The replacement of missing materials, a change of supplier(s) as well as currency fluctuations, increases of material prices, prices of consumables and raw materials, wages, salaries, social charges, costs and taxes imposed by the authorities, transport expenses, import and export duties or insurance premiums, occurring between the order confirmation and the delivery authorize BEOLOGIC to increase the agreed price accordingly.

Unless otherwise agreed, the customer shall pay an advance of 30% of the total amount for any tasks or orders.

BEOLOGIC reserves the right to claim the full payment from the customer or to ask a bank guarantee before the execution of the agreement.

**13.** Unless otherwise agreed, all invoices issued by BEOLOGIC are payable in cash at the registered office of BEOLOGIC, without any discount on the invoice date. Invoices can only be contested in writing by means of a registered letter sent within 5 days after the invoice date and stating the date of the invoice, invoice number and a detailed motivation.

For any invoice not paid in whole or in part on the expiry date a late payment interest of 1% is due per month of delay, by operation of law and without further notice of default, on the understanding that each month commenced shall be considered as a full month. The amount due shall be increased by the collection costs incurred by BEOLOGIC and 10% of the invoice amount, with a minimum of two hundred and fifty euros (€ 250.00) (exclusive of VAT), by way of damages, without prejudice to

the right of BEOLOGIC to claim more damages.

If a customer fails to settle one or more outstanding payments to BEOLOGIC, BEOLOGIC is entitled to stop any further delivery or execution immediately and consider all other orders as cancelled, without further notice of default. In that case the customer shall pay the agreed damages as laid down in article 3.

As a result all other invoices immediately fall due, even those invoices which have not yet expired and all payment conditions are cancelled. The same applies in case of imminent bankruptcy, a judicial or amicable dissolution, an application in the context of the Continuity Act, the suspension of payment or any other element pointing at the customer's insolvency.

The unconditional payment of a part of the invoice amount shall be considered as the explicit acceptance of the invoice.

Advances are always accepted with all proper reserves and without any prejudicial acknowledgment and first used for the collection expenses, subsequently for the damage claim, the lapsed interest and finally the outstanding principal amount.

**14.** In accordance with the provisions of the Financial Surety Act of 15 December 2004, BEOLOGIC and the customer shall automatically and by operation of law set off any existing and future debts. It means that in the permanent relationship between BEOLOGIC and the customer, only the highest remains after the above-mentioned set off.

This set off shall be enforceable against the official receiver and other concurring creditors, who shall not object to the set off between parties.

**15.** The goods delivered by BEOLOGIC remain the property of BEOLOGIC until the full payment of the amount due (principal, interest and costs) by the customer.

The customer may not sell or pledge the goods to a third party or in any other way dispose of these goods as long as the price is not fully settled. In the event of the failure to respect this prohibition, the customer shall pay damages amounting to 50% of the total amount due. If the goods are sold to a third party, the right to the resulting sales price replaces the goods sold.

Once the goods are delivered by BEOLOGIC to the customer, BEOLOGIC shall no longer be liable in case of damage or theft of these goods, without prejudice to the above-mentioned retention of title.

Parties agree that the different transactions/contracts between them form part of one economic unit and that BEOLOGIC is always entitled to the retention of title with respect to the goods at that moment held by the customer, as long as the customer has an outstanding debt to BEOLOGIC.

**16.** The customer authorizes BEOLOGIC to enter the personal information provided by the customer in a computer data base.

This information shall be used for information or promotion campaigns with respect to the performances and/or products offered by BEOLOGIC in the context of the contractual relationship between BEOLOGIC and the customer.

The customer may examine and correct his information at any time. If the customer no longer wants to receive any commercial information from BEOLOGIC, the customer has to inform BEOLOGIC. Any costs incurred by changing the customer's original information at the customer's request shall be charged.

**17.** For any dispute arising from these general terms and conditions as well as from any other agreement entered into between BEOLOGIC and the customer, the courts of the district where BEOLOGIC has its registered office shall have sole jurisdiction, unless BEOLOGIC decides that the courts of the district where the customer has its registered office shall have jurisdiction.

Belgian law applies to the exclusion of articles 1 to 4, article 40 and articles 89 to 101 of the Vienna Sales Convention.

**18.** Unless explicitly agreed to the contrary, the customer accepts that the language of these general terms and conditions is also the language used in all commercial transactions with BEOLOGIC. Translations or documents prepared in another language are only for the customer's information.