

1. These general terms and conditions apply to all our agreements, even subsequent and/or oral ones.

2. Our older general terms and conditions that deviate from these ones are replaced by these terms and conditions.

3. Our implicit deviations from these terms and conditions and/or drawing bills or accepting cheques or other negotiable documents do not entail a renegeing of our general terms and conditions nor a novation.

4. Only a written, explicit deviation binds us and shall take precedence over our general terms and conditions.

5. The client waives conflicting conditions that are on documents that come from the client.

6. The client is deemed to agree with the content of our notices, invoices and these general terms and conditions, and the client is deemed to renounce any dispute, if he does not react by means of motivations in a registered letter within three working days of our delivery and/or the date of our notices, even those sent by fax or e-mail.

7. Our offers are free of engagement for us as long as we have not confirmed the written order from the client in writing or executed it. They shall become null and void if they conflict with imperative law (including import/export restrictions). The prices indicated are only valid for 14 days and in as far as imperative law or regulations (including safety, environment, etc.) do not change after the offer.

8. Our offers are only a reflection of our prices for the variables indicated by the client. They do not entail our approval of the variables chosen by the client.

9. All the information, indications and illustrations in the price catalogue, list or offer only serve as information free of engagement and can vary without this being able to give rise to breaking the agreement or a reduction in price.

10. Only the characteristics described in our order confirmation bind us; those in specifications or other documents do not bind us unless we specifically state that they do.

11. We are allowed the customary tolerances or those described in standards.

12. The client agrees to our improving our products, even after an order or a delivery.

13. We do not transfer any intellectual property rights through a sale and/or a delivery; however we do issue a right of use that is not exclusive and cannot be transferred. Changes may not be made without our permission. Copies are only permitted for the client's own use.

14. Our prices are in Euro exclusive of VAT, for Siemens products including normal packaging by our supplier, not unloaded, free your address, with the exception of orders under EUR 250.00 (ex. VAT) for which EUR 15 (ex. VAT) transport costs shall be charged; the costs of any rush delivery are not included either; unloading, assembly and/or implementation at the client, taxes, levies, exchange rate losses or bank transaction costs shall be borne by the client.

15. Our prices only apply for the amounts and characteristics indicated by us, when the entire order is placed and only per transaction. All deliveries or projects that are not explicitly stated in our offer or order confirmation shall be charged in addition.

16. If the copper price has risen by more than 5% in relation to the price quoted in the offer and/or if the projects or deliveries are executed more than three months after the order confirmation or if the client changes the planned delivery date we are entitled to increase our prices in ratio to the increases in the cost price of materials, insurance, services or salary costs and/or our price list and the client shall owe us compensation for the damages caused by the delay.

17. We may use any means to prove our deliveries, performance, changes or additional work ordered by the client, even in case of a 'fixed price', contrary to legal provisions that stipulate to the contrary, amongst other things no objection by the client to our invoicing, sent by registered mail by the client within three working days, as well as our work slips, reports even if they were not signed off by the client, photographs, video recordings, computer listings, fax, e-mail or other information carriers and/or the fact that the client uses our delivery, keeps it or delivers it to third parties.

18. We reserve the right to have projects executed in part or in full by a contractor.

19. If necessary, and as long as they have the same functionality, the materials delivered by us may be of a different brand than the brand already used or the one stated in the offer or order confirmation.

20. We may invoice the work we carry out under our own management which shall then be payable as an advance before the work ends.

21. We reserve the right to, even during the execution of the order, ask the client for guarantees of payment and as long as that guarantee is not provided to suspend all our obligations or to cancel them, without the intervention of a court, by means of a registered letter, without the client being able to claim compensation and without prejudice to our right to damages.

22. All our invoices are payable within thirty days of the invoice date, without any deduction, to our bank account stated on the invoice.

23. Payment to intermediaries or our agents is prohibited and in any case only offer discharge when we have unconditionally received the sum and have it at our free disposal.

24. Drawing a bill of exchange or cheque only counts as payment on the date that we unconditionally receive the sum of the bill of exchange or cheque. All protest, bank and discount rates shall be borne by the client.

25. The client shall not deduct any security from the payment of our invoices. Even a dispute shall not suspend the client's obligation to pay.

26. In case of non-payment on the due date, interest at a rate of 1% per month shall be due on the sum owed until full payment without any warning or notice of default being required.

27. In case of non-payment in full or in part of the debt on the due without serious reasons, eight days after a notice of default without result the sum owed shall furthermore be increased by 12%, with a minimum of EUR 125, even if periods of grace are granted.

28. In any case of non-payment, bankruptcy, application for composition or extension of payment, suspension of payments or liquidation, seizure, publication of protested bills of exchange, summons before a court as a result of overdue payment, opening of a dossier by a department to track down companies in difficulties, reports in the press about poor solvency, or the obvious inability of the client, or the sale, transfer, pledge or contribution in a company of the trading fund or the equipment of the client, or if the client does not accept a bill of exchange on time, all the outstanding sums, even those that that client owes to companies affiliated to our company, shall immediately become payable, without a notice of default being required for this, and despite any payment conditions and/or drawing on bills of exchange or promissory notes permitted previously and/or spread deliveries agreed upon, and we shall have the right to suspend or cancel all our obligations without intervention by a court, by means of a registered letter, without the client being able to claim any compensation and without prejudice to our right to damages.

29. In any case of non-payment we have a right of retention on all goods that have been handed over to us by the client of its commissionee until full payment of the

principals, interest and costs, without us being obliged to pay any compensation for this.

30. THE GOODS SOLD OR DELIVERED, EVEN IF THEY HAVE BEEN PROCESSED, SHALL ONLY BECOME THE PROPERTY OF THE CLIENT ON FULL PAYMENT of the price, the interest, damages and costs. All our preliminary studies, circuit diagrams, calculations to dimension components, detailed drawings, plans, descriptions, software, software protection, flowcharts, program descriptions, CE conformity studies and certificates, models, etc. shall remain our property until payment has been made in full.

If the goods to be delivered by us shall be housed in rented accommodation, the client shall before the delivery provide us with all the co-ordinates of the lessor.

Once the goods have been received by the client, or even by the commissionee of the client, the client shall bear all risks, also for the loss or destruction of the project.

All the goods that can be disassembled without visible damage, are considered to be movable. In case of non-payment, the client nor its commissionee may not sell, or in any way dispose of, rent, deliver, move the goods delivered by us that have not yet been paid for by the client nor make them immovable by incorporating them or mixing them with other movable goods. In case of denial after this we shall become co-owner or continue to enjoy right of pledge for the sum of our claim. The client or its commissionee shall maintain them in perfect state and shall insure them against all risks. If third parties claim the goods or seize them the client shall immediately inform us of this.

We have the right to take back the products delivered without the intervention of a court. The client and its commissionee hereby already give permission to enter the locations where the goods are and they shall indicate the goods and confirm our ownership of them.

Our execution of our retention of title shall not dissolve the agreement. We have the right to sell these goods privately or by auction. The proceeds shall, after deduction of the sales costs, be offset against the client's obligations. Any surplus shall go to the client.

31. The client's advance shall remain acquired by us and if necessary shall be offset against the client's obligations.

32. Our terms of delivery are only indicative.

33. The term of delivery shall only start when the payment conditions have been fulfilled and when we have all the necessary information and documents to carry out the order, including our contract signed by the client, the execution plan and the licences required.

34. The term of delivery is suspended by:

- our annual holiday and the holidays compulsory by law;
- delays of other (sub)contractors or suppliers which mean that our delivery cannot be carried out yet or is not useful yet – subject to our claim for damages for disruption of our planning;
- changes to the order made by the client;
- our delivery of a trial piece until it is approved by the client.

35. The client waives its claim to damages or dissolution of the agreement, even if we have undertaken to pay damages due to exceeding the term of delivery, if:

- the delay or impossibility of executing the contract is due to a government order, export ban, revocation or end of a licence, force majeure, mobilisation, war, epidemic, lock-out, strike, demonstration, defects, fire, flooding, explosion, lack of the right raw material or manpower or transport, changed economic circumstances, vandalism, extraordinary weather conditions, accident and any circumstance beyond our control that affect the normal state of affairs - in which cases we also have the right to by means of a registered letter and without the intervention of a court declare the contract dissolved for the obligations that have not yet been fulfilled without any costs or compensation for both parties;

- the client did not send us notice of default by means of a registered letter due to exceeding the term and did not grant us a reasonable term of execution;
- the client cannot prove that it has already been able to use our products or work usefully;
- the payment conditions were not observed by the client or the financial guarantees are not sufficient (any more).

36. If the court finds us responsible for the damage proven caused by delay, than this shall remain limited to a maximum of 0.5% of the sum of the order per complete week of delay from the third week after the delivery date, with a maximum of 5% of the order sum.

37. We are entitled to deliver goods to the client or the place of delivery indicated by it (or have them delivered), even if the client is absent. The transport document shall then apply as proof of delivery. Part deliveries and invoicing of part deliveries are also permitted.

38. Subject to documents or statements that state the contrary, the delivery is deemed to have occurred on the invoice date. For goods without implementation, the goods are considered to have been delivered as soon as they leave our warehouses.

39. The client or addressee must immediately on receipt check the goods and test them for defects or

shortcomings, certainly before incorporating them or delivering them to third parties.

40. If our goods are delivered in components that have to be compiled, the assembly and placement must be carried out either in accordance with our written instructions or those of our suppliers or by our labourers, on pain of termination of our liability, all costs of the assembly and payment shall be borne by the client.

41. The client shall inform us fully and on time of all safety and any regulations that apply at the place of execution.

42. The client shall at its own expense make available an adequate work and stock area, all the information and technical equipment and manpower necessary for safe and efficient execution; if this is not the case, the additional costs shall be borne by the client.

43. The client shall pay his costs for the security, surveillance and/or insurance or our goods and software on the site, amongst other things against loss and/or damage by foreign causes or theft and discharges us from this liability, even more so at the times that we are not present at the site.

44. The client discharges us of any liability for the loss of software and/or (digital) information due to the execution of work and the client itself shall take the necessary precautions and regularly make sufficient safety copies.

45. We are not obliged to archive the software we transfer to the client, the client shall take care of that itself. The standard software applied/used by us shall remain our property and client's use of it shall remain limited to the application delivered by us; in case of denial of this, or of the licensing agreement, the client is liable for any damage, fines and costs that ensue.

46. Testing and delivery can only start if and on the assumption that you have checked and tested your installation (above all for mechanical and electrical errors) with the supplier of your installation or, where appropriate, with the legally required and approved testing agency, and have found it in order to test our software application and/or control on it; the starting up and use of your installation shall occur at your risk. You shall make an authorised person available who knows your installation, can work with it and who can assess our delivery. We are only liable for the combinations agreed in advance and which you have asked us to test in the test report. The testing and delivery shall proceed in accordance with our schedule that will be signed by us and your agent together and will serve as the provisional delivery. You will arrange and bear the costs of any legally required tests and test reports, before taking the installation into use.

47. If applicable, the provisional delivery will if the client does not co-operate be deemed to have been made 14 days after our first request for delivery and/or by the implementation of the delivery and on expiry of 6 months after that the delivery will be deemed to have become final and the guarantees provided by us are released and from that day on the client is obliged to pay any outstanding balance.

48. If our products or work is made with the client's software and/or in accordance with the client's analysis, plan or instructions, our liability will remain limited to a one-off repair or replacement that falls strictly within the original order; any additional work, adjustments or improvements shall be paid for by the client.

49. **Liability**  
Excepting fraud or wilful breach of a duty of care on the part of PROMATIC, and without prejudice to the rules on ten-year liability as laid down in sections 1792 and 2270 Civil Code, PROMATIC's liability under or pursuant to the Agreement is limited as follows:

- the total maximum amount of the loss for which PROMATIC can be held liable is limited to fifty per cent (50%) of the total price (VAT excl.) of the works;
- PROMATIC shall in no event be liable to make good production losses, lost profits, damaged reputation or any other form of non-pecuniary loss or indirect or consequential damages;
- PROMATIC's entire liability lapses automatically two (2) years after the end of the Works;
- without prejudice to the terms of the paragraph (iii) above, PROMATIC's entire liability lapses in each individual case where the client fails to notify PROMATIC by registered letter within two (2) months of the date on which the event giving rise to the loss occurs.

50. The client agrees that we can pay any damages owed by delivering our products at their normal selling price.

51. If the contract is dissolved due to breach of contract by the client and if the parts have not yet been ordered by us and the preparation, engineering or production has not yet started, the client shall owe 25 % of the sum of the order as fixed agreed damages that cannot be reduced, in addition to the lost expenses proven by us. If the parts have been ordered by us and/or the preparation, engineering or production has already started, the client shall owe us the full sum of the order.

52. If we deliver products that were made with the client's software, or in accordance with the client's analysis, plan, special instructions and/or specifications and/or with the client's parts, we are in no way liable for violation of intellectual property rights, honest trade practices, penal provisions, standards of care and other legal provisions concerning the products delivered by us, nor for any damage caused by them.

53. The client indemnifies us against all third-party claims and the ensuing costs, even the costs of defence and assistance, for which we due to an error by the client and/or third parties and/or due to the current general terms and conditions are not or were not liable.

54. During the entire course of the services and for a period of 24 months after the ending of these services, the client commits oneself, subject to preceding written agreement by PROMATIC, not to directly or indirectly employ any staff member of PROMATIC or have them execute any activities not included in the scope of the agreement between PROMATIC and the customer. Any offence against this ban will lead to a compensation, fixed at two years of gross salary of the staff member concerned. This compensation is also due for the customer who, intending to get round this ban, achieves the same result in any possible way.

55. Any legal claim by the client can only be admissible in court after the client has given us the opportunity by means of a notice of default sent by registered mail to settle the dispute amicably in at least 45 days.

56. Only the courts of the place of our registered office are competent; unless we opt to institute proceedings before another competent court.

57. **Safety at work – Machinery Guideline – Advice – Liability**

In view of the fact that PROMATIC is not a supplier of independently working machines, PROMATIC is not responsible for the actions and obligations foreseen in the Machinery Guideline (including risk analysis, technical construction dossier, instruction manual, CE markings, certificate of conformity), unless contractually stipulated elsewhere.

The safety of the whole unit / "the machine" (together with the parts not provided by PROMATIC) and answerability for the whole unit / "the machine" are the responsibility of the client. The client will take all necessary steps in this respect (including the drawing up of a CE – II.A declaration), and this at his own cost and his own risk, in consultation with the manufacturer of the machine (or his proxy) and the legally approved test agencies. We deny any and all liability for these matters. Naturally, we will monitor and ensure the safety of the items delivered by our company and will only use components which comply with legal (safety) requirements. We will only deliver contractually-agreed documents, certificates and declarations.

58. Works performed on existing installations are at risk of the customer; we only provide our means and services; except for a proven mistake in the service provided or means delivered by us, the customer does release us from liability for (the results of or the consequences for) the functioning of the installation of the customer. On our request and if necessary, to be able to draw up our quotation, the customer will cooperate and bear the costs to analyze and describe the (condition of the) installation of the customer (software and hardware) in the most precise way (for example by copying codes, listings, programmes, plans, etc.) and to describe the requested works and deliveries in the most precise way.

59. **Registration numbers:**  
Promatic B: 427.372.793/06.27.11  
Promatic W: 444.085.695/09.26.11