

COEX INTERNATIONAL S.R.L.

GENERAL TERMS AND CONDITIONS OF SALES

Article 1. TERMS & DEFINITIONS

1. Seller: COEX International S.R.L., a company duly organized and existing under the laws of the Kingdom of Belgium, with its registered office located at "rue de la Ferme Blanche, 12 490 Court-Saint-Etienne, Belgique", and the Registered Number BE 0828089790 in the Register of Legal Entities of the Kingdom of Belgium.
2. Buyer: [NAME], a person with which the Seller signs these General Terms & Conditions of Sales.
3. General Terms: The General Terms and Conditions of Sales.
4. Products: things and/or any other property which is being sold by the Seller to the Buyer under the Contract.

Seller and Buyer are referred to herein individually as a "Party" and collectively as the "Parties".

Article 2. GENERAL

The fact the Buyer uses and/or holds any Product from the Seller, or authorizes the Seller to start a provision of services in his favour, will be considered as sufficient proof of the order of those by the Seller, as acceptance of these General Terms of use and as authorization to invoice the Products and/or the services concerned.

General Terms shall exclusively apply to every offer and agreement by the Parties to all contracts between us and our clients. Any differing conditions or terms of Buyer are herewith objected to and shall not apply, unless otherwise expressly agreed in writing.

The submission of these General Terms is made for informational purposes. After the signing of these General Terms, this agreement will be binding between the Seller and the Buyer.

Article 3. INTELLECTUAL PROPERTY RIGHTS

The Parties hereby agree that all the information sent by the Seller to the Buyer for the purpose of performance under these Terms shall be considered confidential information.

The Buyer shall keep the confidential information provided by the Seller in secret (shall not disclose such information or transfer it to any third parties).

All studies, drawings, schemas, plans, projects and/or documents of any type produced from or arising as a result of the performance of these General Terms shall, so far as not already vested, become the absolute property of the Seller and must be considered as confidential information. Confidential information cannot be revealed, reproduced, nor executed without the Seller's written consent.

The Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

Article 4. PRICE

The prices submitted by the Seller are based on the market price the date of the offer. However, The Seller reserves the right to calculate the final price on the basis of the market price on the delivery date.

Delivery shall be "Ex-Works" for items without packaging.

Unless otherwise stipulated, all rights, insurances, transport cost, postal costs, set-up charge, initializing and adjustment of the item, as well any taxes, present or futures, are not included in the price and are the responsibility of the Buyer. In the event all or parts of the rights, taxes and any cost would be mentioned, any increase or decline of these elements will be at the charge or benefit of the Buyer.

The prices for the provision of any Products apply during the normal operating hours. Outside those hours, additional costs will be invoiced.

The delegates, officials or sales agents of COEX International S.R.L. are not its mandatory. The promises and acceptances they may do or give, commit COEX International S.R.L. only after a written ratification on behalf of it.

Article 5. SHIPPING, TRANSPORT, INSURANCES

By signing the General Terms, the Buyer confirms that he has inspected the Products, evaluated the state and quality thereof in a due manner, the Products satisfies the Buyer's needs and the latter has no claims to the Seller regarding the state and/or quality of the Products, and will not file any claims in the future.

The Buyer commits to remove the Products no later than 8 days after the Product is at its disposal.

After these days, the Products will be placed in storage and handled, if necessary, at the expense of the Buyer and its risks.

Article 6. SET-UP, INITIALIZING

The Seller will be responsible of the proper functioning of the Products just if its set-up, its initializing and its adjustment have been ordered at the location of the Seller and made by the Seller.

When the Seller proceeds to the set-up for a lump sum, all the additional expenses resulting of the loss time that is not the cause of the Seller will be invoiced to the client in addition to the price.

RECEIPT, LICENSE

It is the Buyer responsibility to receive the item in the stores of the Seller before delivery, unless otherwise stipulated.

The signature by the Buyer, his transporter or freight forwarder, on the delivery note implies acceptance of the item.

Article 7. RESPONSIBILITY

We will be liable if damages occur due to our gross negligence. The Seller shall in no case be liable for: (i) the Buyer's losses resulting through no fault on the Seller's side; (ii) accidental or non-accidental damage caused to the Goods after transfer; (iii) damage caused by the Goods to third parties after such have been transferred over to the Buyer.

Article 8. WARRANTY

The warranty of the Products is strictly limited to the Manufacturer's warranty and never applies on second-hand items.

The warranty excludes the following (i) transport cost, (ii) the shipping charges, (iii) travel costs, (iv) fast-wearing parts due to their nature or their normal use, (v) transfer of the Products to another entity or person, (vi) if the Products is entrusted to third parties responsible for verifying its operation or repairing it, or if items provided by the Seller. (vii) replacing by other Products originating from another source than the Seller.

The warranty cannot, in any event, be extended to breakages or cracks, deteriorations, accidents, etc.... resulting from an excessive utilization or non-conventional utilization, neglect, defective maintenance, oversight or the inexperience of people handling the Products,

The replaced parts remain the property of the Seller.

The Buyer cannot, in any case, make a change, even the smallest one, to the delivered item, without the written authorization of the Seller.

The warranty only applies if the client respected its payment commitments. The Buyer does not have the right to postpone payments due to a claim.

Article 9. RETENTION OF PROPERTY, RISKS

The ownership of all the Products shall remain the sole and absolute ownership of the Seller until such time as the Buyer shall have paid in full to the Seller the agreed price for the Products, all costs for services rendered in relation to these Products, as well as all interest and collection costs due, all liquidated damages in the case of default, and, in addition, all other amounts to that are payable or will, at a future point in time, become payable to the Seller pursuant to any other existing or future agreement between the Seller and Buyer pertaining to the sale of the same or similar Products and/or services.

However, all the risks that may encounter the Products are borne by the customer as soon as the Products are at its disposal.

In the event a shipment is delayed, under the Buyer decision, the amount due is payable, at the latest, one month after the notice of Product's disposal.

Article 10. PAYMENT

Unless otherwise stipulated, the supplies and repairs made by the Seller are payable to 30% at the date the order is executed and the remaining balance before delivery or picking, depending on what Parties decide..

All the invoices issued by the Seller will be paid at the head office of the Seller.

Cash on delivery, the drawing of bank drafts on a customer or the acceptance by the customer of bank drafts, does not execute novation, the Terms remaining in effect in all its terms, conditions and obligations.

Any unpaid sum at the due date will cause, in its full right, without prior notice and without prejudice to any other rights of the Seller, all at once:

- a) The application of late interest at the rate of the legal interest plus 2%, from the date of the effective payment;
- b) The close-out term granted to the customer in case of instalment payments of the sale price or the price of the repair;
- c) The payability of the entire balance of this price;
- d) The debit of an equal amount to 10% on the first instalment, with a minimum of 25,00 Euros, and 5% on the balance, as irreducible fixed damages;
- e) Expenses incurred in the collection of claims, including attorneys' fees in accordance with article 6 of the Law of 02/08/2002.

Article 11. FORCE MAJEURE

Force Majeure means an act or event occurring (i) beyond the reasonable control of, and not at the fault of, nor caused by the negligence of the Party claiming Force Majeure, (ii) could not have been prevented or avoided by the affected Party through the exercise of due diligence, and (iii) has an adverse effect on the ability of the affected Party to perform its obligations, where such act or event includes, but is not limited to: wars, terrorist actions, flood, earthquake, maritime disaster, epidemics, fires, civil riots, hostilities, public disorder, general strikes, lockouts or other industrial disputes, acts of God, or Governmental restrictions.

In these cases, the Buyer will be required to accept the delivery of the quantity that Seller will have as its disposal at the current time.

Furthermore, the Seller reserves the right to extend the delivery time if the force majeure is only making temporarily the shipping impossible.

Article 12. RESOLUTION

In the event the Buyer would fail at any of its obligations, for instance if he would refuse to collect the Products or if he remains late in his payment, the Seller reserves the right to rescind the agreement.

These General Terms will be rescinded in its full right and without prior notice by a notification in the form of a letter, a fax or e-mail.

The supplies already made must be returned immediately, The Seller reserves the right to claim, as damage suffered, a sum equal to minimum 25% of the agreement's sum.

Article 13. MISCELLANEOUS

The Buyer shall not assign these General Terms or a part thereof to any third party without prior written consent given thereto by the Seller.

The agreements set forth herein shall supersede all the agreements (both written and verbal) which were in effect prior to conclusion of the Contract.

Article 14. GOVERNING LAW AND DISPUTE

The Contract shall be governed by the law of the Kingdom of Belgium.
In the event a dispute, doubt, difference, disagreement, litigation or controversy arises between the Parties, the courts in the Kingdom of Belgium are the only competent.

The Seller reserves in any case the right to bring any action to any other competent court.

Article 15. BUSINESS ETHICS

We promote an open and ethical business culture and we realize our work carefully, with honesty and integrity. All our decisions and activities are morally healthy and we act in a responsible and professional way when we represent, or are perceived as representing. We advocate a free competition and fair, and we treat our business partners and our competitors with equity and respect.

Our business ethics requires the following points:

- We neither give nor receive bribes and we do not participate or do not contribute to any other activity of corruption, including payments of facilitation. We do not accept that our business partners offer or take bribes from us or take part in any other way in activities of corruption to promote commercial activities.
- We obtain and maintain our commercial activities by creating some value for our partners. Our business connections must always be professional and based on the confidence and the mutual respect. The value of gifts and presents offered to the representatives of our business partners must always be modest and not exceed the local habits and customs. Gifts and offered presents should not damage our reputation as company respecting the highest level of requirement regarding ethics.
- We avoid offering gifts and presents to people working or representing public authorities. However, gifts and presents can be offered to these people if circumstances so require. The value of gifts and presents offered to these people must be modest and not exceed the local customs and traditions.
- We honor contracts and agreements that we conclude.