

GENERAL TERMS AND CONDITIONS FOR DELIVERY OF GOODS AND SERVICES STANDARD TERMS :

PRELIMINARY

Article 1: application: the General Terms and Conditions of SECTEC are applicable to all legal relationships between SECTEC and the contracting party. These General Terms and Conditions are essential for SECTEC for all legal relationships. Therefore, the contracting party renounces to all other conditions, including its own Terms and Conditions, unless otherwise expressly written consent of SECTEC at this regard. The Terms and Conditions of the contracting party, as stated on the documents issued by that contracting party are therefore considered as non-existent. Special or different terms and conditions are only valid for a specific, well described agreement and will for that reason not be valid for earlier or future agreements.

The General Terms and Conditions of SECTEC can also be printed from the Internet: www.sectec.be

Article 2: jurisdiction: every legal fact that would be created for SECTEC is always under the condition of effective competence of representation. The contracting party has a special obligation for research on this matter and cannot rely on an appearance of representation.

OFFER AND ACCEPTANCE

Article 3: information out of an offer: prices, technical specifications, pictures, drawings and illustrations given, out of a written offer, are given for information only and are not binding for SECTEC.

Article 4: offer: without prejudice to Article 2, only a document with a header from SECTEC which explicitly mentions 'Offer' is a binding document.

Article 5: validity: an under article 4 valid document is valid for a period of thirty (30) days from the issue date of that document. Mentioned works in our offers are always foreseen during normal office hours. For works out of the pre-mentioned hours, as well for works done during Saturdays, will be charged at the normal hour rate, and increased with 50 %. Works done during Sundays and/ or bank holidays will be charged at the normal hour rate, increased with 100%.

Article 6: acceptance: the acceptance by the contracting party is unconditional and should be transferred to SECTEC on time and within the normal office hours of SECTEC. The date of delivery to the post office cannot be considered as a proof of reception by SECTEC. Any offer is made on request of the customer and his order, without SECTEC to be forced to foresee all additional items, which are directly or indirectly bound to the order, by example specific security items for mechanical applications. The contracting party is therefore solely responsible for the correctness, completeness and the accuracy of the delivered information.

Article 6a: date of acceptance: any document and its contents on the basis of SECTEC is suspected to have been accepted in the absence of a written notification to the contrary, within 5 working days from date of shipment.

PRICES

Article 7: prices: unless otherwise agreed, prices are denominated in Euros and are exclusive of VAT or other charges of any kind. Prices are similar in function to review of the revised cost of raw materials within the legal possibilities. To the extent there exist special circumstances that would seriously affect the pricing, SECTEC will be able to agree on adjusted prices on the current legal relationship. In the absence of a consensus, the parties will have the option to terminate the legal relationship

DURATION OF THE LEGAL RELATIONSHIP

Article 8: definite – Indefinite: if the written agreement provides for no particular duration or quantity of performance, the contract will be for an indefinite period.

Article 9: termination Right for Indefinite term: in case of a contract for indefinite period it will be redeemable at any time, by registered letter, at least 30 days from the first day of the month following the month in which the notice is served. Such a period is a strict minimum, depending on circumstances it will be appropriate to increase this time band. Reasonability toward each other is due by the parties for this issue, and should limit the negative consequences of their acts to a minimum.

Article 10: termination Right for definite time: in case of a contract for definite period, either of the parties can validly terminate the agreement if the cancellation is notified to the other party by registered letter within 90 calendar days prior to expiration date, excluding the expiration date. The date of issue to the post office is determinative.

Article 11: absence or Invalid notice: in the absence of a notice or a valid notice, the legal relationship between parties will be automatic and legally, without further formality, tacitly extended for the same period and under the same conditions.

Article 12: compensation: in case of a lease or a maintenance contract, in the event of early termination of a current fixed term contract, the terminating party will be indebted to a termination fee, equal to 80% of revenues over the past eighteen months, excluding taxes.

DELIVERY AND TRANSPORTATION

Article 13: terms are informative: unless otherwise agreed and special or specific legal provision to that, all terms and / or installation deadlines given by SECTEC are indicative. Any delay in delivery or installation can under no circumstances give rise to compensation or any other sanction or action.

Article 14: revocation: in case the intended deliveries or installation or maintenance period are exceeded with more than 2 months, the contracting parties have the possibility to revoke the order, provided its intention to notify by registered letter granting a further period of 1 month, in case of revocation of the order on this grounds parties will not be indebted against each other. The revocation could only relate to these goods or services that are not delivered before the appointed time. All the services and / or products provided on time should still be paid.

Article 15: place of delivery and installation: The deliveries are made ex works (in the premises of SECTEC). Prior to the delivery or installation, the contractor has to ensure that the site is easily and sufficiently accessible and that the site complies with all legal standards that apply to it. The contracting party guarantees that the necessary persons are present or accessible for the information needed to allow SECTEC to properly perform the works. It is also entirely the responsibility of the contracting party in advance to ascertain the need for the application and have the necessary legal permits, certifications and / or grants, including, for example if necessary, building permits, safety certificates etc. SECTEC is therefore not obliged to ensure that the customer actually meets all legal obligations applicable to the customer. If SECTEC performs works or deliveries, the work sheets and / or delivery notes are made by SECTEC. These sheets and notes are always available to the customer, and on a regular basis copies will be delivered to the customer. The customer is however obliged, failing to request or receiving the necessary copies, at least taking note of its contents.

Article 16: transportation: the transportation of goods to or for the contracting party is always under control of legal provisions concerning carriage of goods by road (or other). All transactions related to transportation, insurance and handling are exclusively the responsibility and at the risk of the contracting party, even if delivered for free.

Article 17: risk transfer: once the delivery is done, or after the contracting party failed to receive the delivery, the contracting party will take be responsible for the goods with all possible risks and attached costs. It is expressly forbidden for the contracting party, under penalty of decay of claims, to make any changes or adaptations to any delivered or installed goods, including software, hardware, etc. without the prior written consent of SECTEC. This also applies to parameterization, adjustment of equipment and calibration.

Article 17A: retention: the goods remain 100% property of SECTEC until full payment of main sum, interests and costs. The contracting party is obliged to inform SECTEC if the goods are to be delivered or installed in a rented building, stating the identity of the owner and landlord of the property. The contracting party is obliged to provide the necessary publicity to this reservation.

MAINTENANCE

Article 18: maintenance: in case of Maintenance SECTEC will provide maintenance work according to the rules of art and by qualified personnel. The maintenance focuses on maintaining the equipment in service (hardware and software). The services required in the case of (i) abnormal wear, (ii) broken light bulbs, glass, batteries or consumables, (iii) errors or negligence on the part of the contracting party or the normal users, including in cases of abuse or misuse, or uses not in conformity with the instructions and recommendations of SECTEC or the supplier, (iv) accidental destruction (fully or partially) (v) interventions or recovery attempts by persons other than the authorized personnel of SECTEC, (vi) use in combination with other equipment, software, products or accessories except those approved by SECTEC or intended in the documentation relating to it, (vii) subsequent alteration without prior written consent of SECTEC, or (viii) problems due to external causes (other than the SECTEC hardware or software) are not covered.

SOFTWARE

Article 19: software: the contracting party warrants that the software supplied, delivered in (sub-) license by SECTEC will be used in compliance with applicable license(s) to it. The contracting party can't assert ownership rights to the software and it can only be used for internal use. They may not have the software without the prior written consent of SECTEC. The author of the software will always be able to impose special conditions without retaining SECTEC responsible for it, when SECTEC is not the owner of the rights.

WARRANTY AND LIABILITY

Article 20: guarantees: SECTEC guarantees the equipment against structural defects that prevent operation during a period of twelve (12) months from installation. If the contracting party validly appeals to the warranty, SECTEC will then repair or replace, at its own choice, the equipment or defective parts. For services and parts that SECTEC has not created or delivered SECTEC can't be considered a professional seller, and its intervention is limited within the limits of its possibilities. SECTEC ensures that the software comes up to the agreed specifications, for a period of three (3) months from installation. This guarantee does not imply that the software meets all expectations or demands of the contracting party, and this in all circumstances or any combination of equipment. The software is not guaranteed to be free from viruses, bugs, errors and risks.

Article 21: formal validity conditions: a call on the guarantee is only valid under penalty of forfeiture, if immediately communicated by registered letter within the in the agreement stipulated period of guarantee, with a clear indication of the grounds and findings. For the guarantee to be validated, SECTEC should at any time be able to determine the alleged defect. Any work performed under warranty does not extend the warranty period.

Article 22: reporting requirements: under penalty of forfeiture, visible defects must be notified by registered letter to SECTEC, within two (2) calendar days after delivery or installation; under penalty of forfeiture non-visible defects must be notified by registered letter to SECTEC, within two (2) days from the cognizance of the existence of a defect and not of discovering the cause of the defect. SECTEC should thus have the assurance and the ability to immediately ascertain the actual situation in order to take all measures necessary to protect its rights.

Article 23: intervention: in the event of a perceived flaw inherent in the product and, which is not the result of an external cause, SECTEC has the option to repair the defect or replace the part, without SECTEC to be compelled to pay any damages
If a complete exemption of responsibility between contracting parties is not possible, which is anyway aimed with this clause, and only then, and even if SECTEC is attributable, the liability of SECTEC is limited to compensate the damage which is reasonably foreseeable, and in any case limited to the amount for which SECTEC is insured, and this per accident. Spontaneous intervention of SECTEC prior to the discovery of the cause of the defect, is in no way a recognition of defecting nature of the product.

Article 24: liability After Maintenance: the liability of SECTEC for the damage caused by their fault or negligence in the performance of the maintenance is limited to restoring the direct and immediate harm suffered and reasonably proved. If the repair is not possible, then the contracting party is entitled to a replacement fee, without the price for maintenance, payable over a period of one year, can be exceeded. Any other damage is excluded in any case.

Article 24a: general Liability: except in case of fraud, intent and / or gross negligence, the liability of SECTEC is limited to the actual and direct damage, which shows the amount of the obligation in any event, capped to the amount for which they are insured, and in the absence of intervention of the insurer, limited to the amount of EUR 5.000,00 (five thousand Euros), all inclusive.

Article 24b: services director: for services provided on demand and on the instructions (in direction) occur on-site on instruction and complete responsibility of the contracting party, except for fraud or gross misconduct from SECTEC.

CONFIDENTIALITY

Article 25: confidentiality: unless otherwise specified, all information exchanged between SECTEC and the contracting party is confidential and not intended for third parties. It will be to the contracting party to first contact SECTEC to ensure the co-divisibility of the information. The drawings and technical descriptions (technical sheets) handed over by SECTEC remain the exclusive property of SECTEC. They may under no circumstances be used, copied, reproduced, transmitted or notified to other parties.

INTELLECTUAL PROPERTY

Article 26: property rights: SECTEC is always owner of the intellectual rights associated with its products and services. The contracting party is not allowed to copyright, trademarks, trade names or other rights of SECTEC without a written agreement. The contracting party cannot delete or modify these rights or indications.

FORCE MAJEURE

Article 27: Force Majeure: the obligations, in the event of temporary impossibility of performance due to circumstances beyond the control and responsibility of the person who invoked the force majeure, shall be suspended by operation of law until the force majeure situation is resolved. Payment difficulties can never be invoked as force majeure, shall be deemed force majeure, circumstances beyond the control and responsibility of the person invoking the force majeure, and compliance, while not impossible, but extremely difficult or unreasonable conditions to execute the works. The fact that some parts are no longer available via the normal market, or if the characteristics of these parts changed importantly are also seen as force majeure. Or generally if the essential characteristics of the product or service can no longer be delivered by SECTEC for reasons beyond its control.

SUBCONTRACTOR

Article 28: subcontractor: the subcontractor is responsible towards SECTEC to request all information and documents it requires for the preparation of its offers and for the correct execution for its works. They should ascertain the fact whether they might perform subcontracted work and whether there are special arrangements with the Client which are important for the performance of its duties. In the absence of a written document with the necessary reservations issued by the subcontractor, the execution by the subcontractor of the works on order of SECTEC shall be deemed to be done with complete knowledge of issues, including the mandatory provisions agreed between Client and SECTEC.

Payment of intermediary invoices never means the acceptance of the works. It is only an advanced payment. The global settlement and acceptance of the work is always done after the completion of works and subject to acceptance by the client. This also applies to states of progress: the acceptance of a state of progress does not imply acceptance of the works.

It is also at that time that any comments regarding the works to will be made and reported, an alleged silence during the execution phase cannot be invoked as a liberation ground. If the subcontractor considers that this provision is detrimental to its interests or can damage him, excepting with a written agreement, he will have to take the necessary steps before the settlement of accounts to ascertain his point of view. A simple writing or simply informing of his point of view is not enough and if SECTEC did not, or did not immediately react, cannot, taking in consideration the basic statements, be hold as a reason for prosecution.

PAYMENTS

Article 29: invoices: invoices are payable at the office of SECTEC within thirty days after invoice date without discount. If unpaid for the due date, the amount will increase without notice with an interest which is 3 % higher than the official interest rate per month for each month, and a compensation of 15% of the outstanding amount is charged, with a minimum of 125,00 EUR. It is not allowed to deduct any credit or claimed cost without prior written consent of SECTEC. Compensation will not be legally possible and requires a special written agreement with SECTEC.

TERMINATION

Article 30: dissolution: if one of the contracting parties is in default, and after being called up with an ultimate time limit to put himself in rule, the defaulting party stays in default, the non-defaulting party will be able to terminate the agreement immediately.

Article 31: additional information: hereby the contracting party has a special information duty towards SECTEC and will, on penalty of immediate termination, automatically and without notice, be obligated to inform SECTEC of all necessary information which concerns SECTEC as a contracting party and for which the rights of SECTEC can or will sustain damage. For example the fact that the contracting party has, or will have (even temporarily) financial problems, or that the problems of the contracting party are such, that appropriate measures have to be taken on short or longer term to be able to deal with those problem(s).

Article 32: additional assurances: SECTEC will be entitled to ask for exceptional and / or additional assurances to safeguard its rights. If the contracting party refuses or is unable to give those assurances within a given time span, and without losing any other rights, SECTEC will be entitled to dissolve the agreement immediately at the charge of the contracting party and this, without any delay or compensations to be due.

Article 33: restitution: The contracting party will be obligated, on first request of SECTEC, to restate all the delivered products on penalty of a standard disposal fee of 80 % of the rental fee of the product out of the agreement. This fee is not a compensation and is due with reservations, loose from, and in addition of all other rights.

Article 34: Grace Action: If the contracting party makes itself guilty to a default, any concession given by SECTEC has to be seen as a grace action which by no means renounces to any rights and the enforceability and the validity of this grace action is always linked to the fact that the contracting party has the obligation to put himself immediately in line with the modalities that link SECTEC to the grace action. Failing to do so, any concession will be immediately and legally terminated without further notice.

Article 35: consequences of the dissolution: in the event of dissolution, whether or not disputed by the other party, the contracting party is obligated to immediately restate the goods to SECTEC in perfectly maintained and working conditions. Work that might be done to restore the goods in perfect condition will be invoiced to the contracting party. In case of dissolution on behalf of the contracting party, this will be done at the entire charge of the contracting party.

OTHER PROVISIONS

Article 36: preclusion: no action may be brought against SECTEC, under the agreement, more than three (3) months after the discovery or the occurrence of the facts underlying or after the date which those facts should have been discovered. Whether or not immediately, fully exercise of any right under SECTEC, does not imply the renunciation of any rights.

Article 37: invalid provision: the invalidity of a provision in the agreement (including these general terms and any attachments) does not affect the validity of the remaining provisions and will not have as a result the invalidity of those provisions. To the extent that a provision would be invalid, the contracting parties will do everything they can to replace that provision by a provision which is equivalent but legal.

Article 38: retention: SECTEC retains ownership of the delivered goods until the date of payment in full, in principal, costs and interests and all other costs. The payment is deemed to have been performed in the actual collection on the account. The risks of ownership will however go over by, and on the moment of delivery. The contracting party has a special obligation for custody and property insurance and must respect the property rights by not doing any act of disposal without express written approval. Movable property should always remain movable and should not be pledged or given as guarantee.

Article 39: applicable law: this agreement shall be governed by Belgian law and any dispute regarding the existence, interpretation, implementation or termination of the agreement, for which no amicable settlement could be worked out, will only be submitted to competent courts of the place where SECTEC has its head office.

Article 40: Language: the official language of SECTEC is fundamentally Dutch, so the procedures, provided there is a choice on the matter must be conducted in Dutch. For possible translation or interpretation problems, the Dutch version of the Terms of conditions is the only valid official text.