

General Terms & Conditions Ankersmid Sampling NV

1. General

Except insofar as otherwise explicitly agreed in writing between Ankersmid Sampling and the customer, these General Terms & Conditions will apply to all folders, price lists, advertisements, quotations, tenders and all agreements concluded between Ankersmid Sampling or any of its affiliated entities (hereafter referred to as 'Ankersmid Sampling') and the customer, whether this is done in writing, via the internet, electronically or verbally, as well as to all negotiations undertaken between the parties. Ankersmid Sampling hereby explicitly rejects the applicability of any general or special terms and conditions used by the customer.

2. Quotations

Unless otherwise stipulated in writing, all quotations are given without engagement and may be amended at any time.

3. Prices

The prices stated on our price lists, quotations and order confirmations are indicative only, and may be amended by Ankersmid Sampling without prior warning until the contract is finally concluded. Our prices exclude taxes, mailing costs, insurance and installation. Currency exchange fluctuations, import duties, insurance and freight charges and procurement prices of the components and services may incite Ankersmid Sampling to amend its prices.

3.1 Unless specifically expressed otherwise, prices stated or agreed upon on or after 1st January 1999 are in Euros (EUR).

4. Terms of delivery

The quantities to be delivered must necessarily coincide with the standard packaging quantities, which the customer is aware of.

5. Time of delivery

The periods stated for delivery and implementation are not binding, and are only target dates. They will only commence when Ankersmid Sampling receives the regular and complete order. They will be extended automatically in the event of a late delivery of any documents and explanations, required for the proper completion of the order, even if such delay is not attributable to the customer. Failure to meet the said time of delivery does not in any event, provide grounds for the cancellation of an order or agreement, nor does it entitle the customer to any kind of compensation.

We explicitly reserve the right to deliver by instalments, each of which will qualify as partial sale. The delivery of an order by instalments cannot in any event justify the refusal to pay for the products supplied. Any liability on the part of Ankersmid Sampling for failure or delay in delivery is hereby excluded. If the time of delivery is met, this will not exempt the customer from his/its obligations.

(a) The Other Party must report any shortages, defects and damage, in writing, directly to Ankersmid Sampling within 24 hours of the delivery and if nothing is reported then the goods will be regarded as having reached the Other Party in good condition, complete and without damage.

(b) Ankersmid Sampling is entitled to make partial deliveries, which can be invoiced separately, and, when this occurs, the Other Party is obliged to pay these separate invoices in accordance with the provisions specified in Clause 14 of these Conditions.

(c) Except when and for so far as it has otherwise been agreed in writing, the delivery times specified by or on behalf of Ankersmid Sampling in an offer or quotation are not intended to have a deadline, which means, amongst other things, that when a delivery is late, the Other Party must explicitly notify Ankersmid Sampling in writing before Ankersmid Sampling can be held in default.

(d) Ankersmid Sampling is obliged to observe the specified delivery time or delivery period as much as possible, yet will never be liable if they are exceeded and when they are exceeded Ankersmid Sampling is not obliged to provide any compensation

for damages. Exceeding a delivery time or delivery term does not give the Other Party the right to terminate or to dissolve the agreement or to refuse to purchase goods. In cases where the delivery time or term is exceeded excessively, the parties must consult with each other.

(e) If goods are not purchased by the Other Party within the delivery time or period, or if the Other Party does not observe an agreed call-off period then Ankersmid Sampling is entitled to invoice the Other Party for the goods in question and, furthermore, Ankersmid Sampling is entitled to store these goods at its own discretion but wholly at the cost and risk of the Other Party. In the case where the Other Party does not purchase or call off within the agreed period, Ankersmid Sampling, according to his own choice, can demand fulfilment by the Other Party or can dissolve the agreement, without prejudice to the right of Ankersmid Sampling, in either case, to claim damages.

6. Liability

In the event that the products supplied are damaged or incomplete, or in the event of any error, or any other type of irregularity, the customer is obliged to refuse the products or to only accept them subject to a written reservation. Every complaint relating to the products as delivered must be sent to us in writing within 5 working days as from the receipt, with a reference to the dispatch note. After that period, the products will be deemed to have been finally accepted by the customer and no further complaints will be taken into consideration. Our warranty is limited to the quality of our products. If these do not display any defects, then our obligation will in all cases be limited, whatever the consequences of any defect, to the reparation or simple exchange of defective products – the choice between reparation and exchange being at our discretion – to the explicit exclusion of any compensation to the customer or third parties, except in the event of intentional error on our part. All telecommunication costs will be born by the customer. The granting of the warranty assumes that the products as supplied will be used in accordance with standards of proper practice and in accordance with the conditions in the quotation or normal usage conditions set out in the catalogues, manuals or handbooks supplied to the customer. We will not

be liable, either contractually or extra-contractually, in any circumstances, for losses caused to persons or to products, other than the products supplied or the products which form part of the service we have provided. On the contrary, the customer will be obliged to indemnify us and keep us indemnified against any recovery, by anyone, in the event our liability would be invoked as a result of the mere existence of the product that has been supplied in implementation of the current agreement.

This limitation of liability will also apply if, for whatever reason, our technicians offer or have offered advice, directly or indirectly, regarding the selection of the product to be used or as to how it is handled or used. Our instructions for use and any guarantee contained in our promotional literature or in that of any company belonging to our group will not adversely affect the provisions stated above and will not invoke our liability. The customer will not be in a position to file any complaint, on any ground whatsoever, more than one year after the occurrence of the events on which he bases such a claim.

7. Delivery and risks

Delivery is regarded as being complete on the moment of departure from our storage facilities. The products always travel at the customer's risk, even if they are being sent carriage free.

8. Packaging

8.1 Only durable packaging, provided it is in a good and usable condition, can be taken back by Ankersmid Sampling against cost price and only on the condition that this packaging is specified separately at cost price either on the delivery documents or on the invoice.

8.2 If the durable packaging meant in Article 8.1 is returned clearly in a poorer state than when it was used for the loading of the shipment to the Other Party, then Ankersmid Sampling is entitled to request compensation from the Other Party. The Other Party is not entitled unilaterally to deduct the value of the packaging or any other amount relevant to the packaging from the amount owed to Ankersmid Sampling.

8.3 Ankersmid Sampling reserves the right to charge packing/handling fees as follows:

Order value < € 500,- = € 10,- handling/packing fee

Order value > € 500,- = € 20,- handling/packing fee

For special packings f. e. Euro-pallets or others Ankersmid Sampling reserves the right to add an extra charge fee.

9. Force majeure

All delivery and other obligations of Ankersmid Sampling will be suspended in the event of force majeure. In such cases, Ankersmid Sampling is only obliged to deliver or perform its obligations to the extent possible. 'Force majeure' includes the following, although this is not an exhaustive list: war, mobilisation of troops, embargo, partial or complete strike, lock-out, riot, epidemics, natural disasters, import and export restrictions, machinery failure, staff sickness, fire, explosion and any cause hampering the normal supply by our suppliers of raw materials, fuels and inventory for our normal production, transportation or dispatch, as well as all similar circumstances affecting Ankersmid Sampling, its subcontractors or suppliers. If a force majeure situation continues for more than two months, either party will be entitled to cancel the agreement without any right to compensation.

10. Guarantee/Service

10.1 With due observance to the provisions specified elsewhere in these Conditions, Ankersmid Sampling guarantees the quality of the materials used and their promised characteristics as well as the correct working of the goods provided by Ankersmid Sampling. For new, non-consumables, products this guarantee is valid for a period of twelve (12) months after delivery (including any viewing period), unless otherwise agreed in writing. A guarantee for goods purchased elsewhere by Ankersmid Sampling is only given for and so far as it is provided by the original manufacturer(s). For products that are not new a guarantee is only valid for and so far as this has been explicitly agreed; with such a guarantee the provisions of these General Conditions apply except when and for so far as departures to them have been agreed in writing.

10.2 Faults in any goods supplied which fall under the guarantee will, exclusively at the discretion of Ankersmid Sampling, be rectified or the goods will be replaced if the faults, in the opinion of Ankersmid Sampling and/or manufacturer, are attributable to construction faults or faults in or any shortcomings of the materials used as a result of which the goods are unusable by the Other Party for the purpose for which they are can reasonably be thought of as intended.

10.3. In principle, guarantee work will be performed within the business of Ankersmid Sampling (for example, by the service department) and during normal working hours. Activities associated with guarantees will only be performed outside normal working hours if a separate service contract has been entered into and only when and for so far as this is specified in this service contract.

10.4 Ankersmid Sampling is entitled to allow guarantee activities to be performed outside his own business if this, in the opinion of Ankersmid Sampling, is in the best interest of these activities or if the performance of such activities at the business of Ankersmid Sampling, in all reasonableness, is not possible nor desirable.

10.5 Goods eligible for guarantee work must be sent carriage-paid to Ankersmid Sampling. If the guarantee work is to be

performed outside his own company then Ankersmid Sampling is entitled to pass on the connected travel costs and accommodation expenses to the Other Party as well as any (special) costs of transport, packing and insurance and the costs of any testing equipment and materials used.

10.6 If, in the opinion of Ankersmid Sampling, the goods tendered for rectification or repair exhibit no faults then all costs made will be passed on to the Other Party, also during the period under guarantee.

10.7 All guarantee agreements lapse if the Other Party itself makes changes and/or repairs to the product supplied or allows them to be made, or if the product supplied has not been or is not being used or treated exactly according to the supplied or applicable (manufacturers) directives or the user instructions, or is being used or treated injudiciously in any other way, or if a software change has been made in or with regard to the product supplied by a party other than Ankersmid Sampling, or if the product supplied has been or is being used or applied for purposes other than for which it is intended, or if the product supplied has been or is being used in a way which Ankersmid Sampling in all reasonableness could not have expected.

10.8 Faults resulting from or partly resulting from or connected with the so called millennium problem with regard to computers, semi-conductor products and software in the broadest sense, are not covered by the guarantee and with respect to such faults and their possible consequences no guarantee agreement exists.

10.9 No guarantee is provided for consumer goods.

10.10 If the Other Party does not fulfil one or more of his obligations Ankersmid Sampling is released from his guarantee obligations.

10.11 Satisfying the guarantee obligation is regarded as the only and complete compensation.

11. Complaints and returns

(a) Complaints other than those dealing with hidden defects will not be acknowledged if the products have been used, if the customer has undertaken any work on the products without prior written permission given by Ankersmid Sampling, or if the customer has not reported the complaint in writing and within 8 working days after receipt of the products. Ankersmid Sampling reserves the right to opt for either replacing products which have been correctly rejected or reimbursing the purchase price.

(b) No products may be returned without written permission from our management. Such permission will not in any way imply that the products have been acknowledged by Ankersmid Sampling as being defective or not in conformity. Products being returned, in whatever way they are being sent, remain at the customer's risk and will be sent to our warehouse, carriage free. see clause 15 for claims.

12. Re-sale

The customer may only re-sell the products if he has become the owner of the products in accordance with the provisions in this agreement. The products may subsequently only be re-sold in their original packaging, without modification. In the event of a re-sale, our liability is limited to the maximum liability provided for in clauses 6, 7 and 9.

13. Intellectual property

Ankersmid Sampling explicitly reserves all of its intellectual property rights, in the most extensive interpretation possible, including its patents, trademarks, trade names, copyrights, drawings, models and know-how. All of the intellectual property rights are and remain the exclusive property of Ankersmid Sampling. Ankersmid Sampling may at any time prohibit the use and/or depiction of its intellectual property rights.

14. Payments

In addition to the provisions in these Conditions regarding payment, in the case of assembly/installation work Ankersmid Sampling is also entitled to demand payment in instalments as follows:

- one third of the agreed price when entering into the agreement;
- one third of the agreed price at the testing or inspection or sending of the finished goods or the most important parts thereof; and
- one third within thirty (30) days of the day on which the second instalment of one third has been paid.

(a) Unless agreed otherwise, payment, net cash, must be made on delivery or within thirty (30) days of the invoice date for a total invoice amount < € 10.000,- via a deposit or funds transfer into the bank or giro account indicated by Ankersmid Sampling. For a total invoice amount > € 10.000,- 30% of the payment is to be paid in advance, 70% at 30 days net after delivery. In the case of assembly or installation work, payment must be made within thirty (30) days of the date on which the assembly or installation work started or, if the (commencement of the) assembly or installation work is delayed through no fault of Ankersmid Sampling, within thirty (30) days of the date on which the assembly or installation work, without the delay, should have begun, with the proviso that if Ankersmid Sampling has demanded payment in instalments, in accordance with the provisions of clause 14(a). of these Conditions, then payment will be made in the appropriate manner. Ankersmid Sampling is entitled to grant a cash discount or payment reduction, which will be notified in advance. The date on Ankersmid Samplings bank or giro statement when the payment is recorded as received applies as the date on which the payment has occurred.

(b) Each payment by the Other Party will be used first for the settlement of any interest due and for any collection and administration costs and, after that, for the settlement of any open claims in order of age beginning with the oldest.

(c) Every complaint relating to an invoice must be sent to us, by registered letter with proof of delivery, stating the date and number of the invoice, within a time period of 5 working days as from the receipt, with receipt deemed accomplished 3 working days as from the date stated on the invoice. After the expiration of this time period, the invoice will be considered as having been finally accepted by the customer, and no further complaint whatsoever will be taken into account. Under no circumstances shall a complaint justify suspension of payment.

(d) Failure to pay an invoice on the due date, as well as the protesting of a non-accepted bill of exchange, any application for an amicable or judicial settlement or deferred payment, or any other circumstance implying the customer's inability to pay, will render all outstanding balances on all other invoices immediately payable, even if their balances have not yet become due.

(e) Any invoice or demand for payment that remains outstanding on the due date will be subject to interest, by operation of law and without the need for any proof of default, at the rate used by the European Central Bank for its most recent basic refinancing transaction prior to the first day of the relevant six months period plus 8 percentage points, with each month that has commenced becoming due and also be increased with a fixed compensation of 15% of the outstanding amount, with a minimum of €75.

(f) If no payment has been made on the due date, it is explicitly agreed between the parties that, without the need for any proof of default, the products supplied by Ankersmid Sampling may be taken back if Ankersmid Sampling considers this to be appropriate, and in such cases the customer will be obliged to pay a compensation for the reduction in value and/or loss of the products, as well as for any other reasons.

(g) Notwithstanding Article 1256 of the Belgian Civil Code, the compensation for instalments will be calculated, successively, on: (I) the costs of collection; (II) the charge mentioned in clause 14(e); (III) interest; and (IV) the total invoice amounts including expenses, taxes, etc..

(h) Failure to enforce one or more of the rights contained in

this clause does not result in Ankersmid Sampling renouncing the right to enforce any other rights provided for in this clause.

(i) In order to simplify invoicing in the event of several shipments, we may send out collective invoices.

(j) For any order worth less than €500 net, or the equivalent of that amount, we will be entitled to charge administrative expenses. These administrative expenses amount to €20.

(k) Drawing and/or accepting bills of exchange or other negotiable instruments does not imply any renovation of debt, or any deviation from the conditions of sale.

15. Claims

15.1 Without prejudice to the provisions in Clause 5(a) of these Conditions, any claims can only be handled if they are received in writing by Ankersmid Sampling within eight (8) days of the delivery. For hidden faults, claims are only possible within the guarantee period.

15.2 Contrary to the provisions in Clause 5, any claims with regard to goods for which a testing or inspection takes place must be made immediately on the date of testing or inspection and at the place where this testing or inspection occurs and, after that, confirmed at once to Ankersmid Sampling, in writing.

15.3 Claims can only be handled when the nature and grounds for the complaints are accurately stated.

15.4 Claims regarding invoices must be lodged in writing with Ankersmid Sampling within eight (8) days of the date of the invoice.

15.5 If within the applicable time period no claim is made or no claim is made in the required manner, then the delivery will be considered as completely satisfying the agreement and to be unconditionally accepted and approved by the Other Party; an invoice against which no claim has been lodged in the required manner within the period of eight days. Claims regarding invoices must be lodged in writing with Ankersmid Sampling within eight (8) days of the date of the invoice and will be regarded as having been unconditionally accepted and approved by the Other Party.

15.6. If a claim with regard to goods supplied by Ankersmid Sampling is found to be legitimate, then Ankersmid Sampling is only obliged to replace or repair the unsound goods, the Other Party having no additional right to any other compensation.

15.7 Lodging a claim never discharges the Other Party from his payment obligations towards Ankersmid Sampling.

15.8 Returning the product supplied or any part thereof, for whatever reason, can only take place after the previous explicit written approval and with the forwarding instructions of Ankersmid.

16. Retention of title

The products remain the property of Ankersmid Sampling until the customer has fulfilled all of his/its contractual obligations, including the payment of the full sales price and any associated amounts (expenses, VAT, any compensation due, any late payment interest that is due, etc.). Until that moment in time, the customer must provide for adequate insurance for our products and store them separately, and the customer is explicitly forbidden from using the products supplied, and more specifically from transferring ownership of them, changing them, leasing them, pledging them or encumber them with any form of security or preferential right whatsoever, and Ankersmid Sampling remains entitled to recover the products belonging to it at any time, or to demand their return. The customer is also responsible for all potential losses in relation to the new condition of the products. Insofar as necessary, the above- mentioned clause will be regarded as having been repeated for every single delivery. The customer undertakes to advise Ankersmid Sampling immediately and by registered letter if: (I) any third party imposes an attachment or otherwise files any claim with respect to the products or any part of them; (II) an application for bankruptcy is filed or a (provisional) moratorium on payments is requested; (III) or if the customer is clearly insolvent. In the event of any attachment, bankruptcy or (provisional) moratorium on payments, or clear insolvency, you will immediately produce all documentation in relation to the products to the court bailiff imposing the attachment, the trustee or administrator, and will also refer him/them to the provisions in clause 15 of these General Terms & Conditions.

17. Suspension and cancellation

17.1 In the case of non-observance by the Other Party, Ankersmid Sampling will be entitled to terminate and/or dissolve the agreement without judicial intervention and without prejudice to the right of Ankersmid Sampling to claim damages, to make use of the rights resulting from retention of title and to take other (legal) steps, and without prejudice to the right of Ankersmid Sampling to demand fulfilment (with or without compensation) of the agreement instead of its termination.

17.2 Ankersmid Sampling may terminate the agreement with the Other Party with immediate effect if:

a. the Other Party is declared bankrupt, goes into administration, presents a request for suspension of payment, or if the Other Party (temporarily or definitely) is granted a suspension of payment or if there is a seizure of the total assets of the Other Party or a part thereof;

b. the Other Party, when this is a natural person, dies or is placed under tutelage or if an administrator is appointed over the Other Party's property;

c. if the Other Party, when this is a legal person, goes into liquidation or if a claim for the dissolution of the Other Party is made or a dissolution decision with respect to the Other Party has been or is taken.

17.3 If an agreement, according to the provisions of this Clause, is terminated or dissolved then the amount that the Other party owes to Ankersmid Sampling at the moment of termination or dissolution remains as the full debt and the Other Party will be liable to pay interest and costs according to the provisions of these Conditions, without prejudice to the right of Ankersmid Sampling to demand damages or any other rights due to Ankersmid Sampling.

18. General

These General Terms & Conditions may be amended by Ankersmid Sampling. Ankersmid Sampling will inform the customers about such changes via a message on its home page <http://www.ankersmidsampling.com>, on the invoice, by e-mail or via written notification. Any provision in these general Terms & Conditions which is void or inapplicable shall have no effect on the validity of the other provisions. Any invalid clause will be replaced by another one that is appropriate.

19. Applicable law, competent judge

This agreement is governed by Belgian law. Any dispute concerning the interpretation, implementation and cancellation of the present agreement which cannot be settled amicably will be resolved exclusively by the Courts of Brussels or, as the occasion arises, by the Justice of the Peace Court of Brussels, 1st district.

The seller may also, however, introduce any proceedings before the courts of the residence of the debtor. The Vienna Sales Convention does not apply.