

1. In general

1.1. The agreement with Coudéré bvba (hereinafter "the seller") shall be governed by the general terms and conditions defined hereafter and by the special terms and conditions featuring in the seller's last offer or order confirmation for the goods and/or services in question. These special terms and conditions shall take precedence over the general ones.

1.2. The general and special terms and conditions operated by the co-contracting party (hereinafter "the buyer") are explicitly excluded. The seller's signing of a contract or any other document shall not imply acceptance of any provisions that may contravene the seller's general or special terms and conditions.

2. Conclusion of the agreement

2.1. Unless otherwise specified, all offers and specifications shall remain valid for a period of 1 month as of their issuance date. The agreement shall be deemed to have been concluded once the buyer has indicated in writing, by letter, email or fax that he has accepted the seller's offer.

If the buyer were to make any amendments to the seller's offer, the agreement shall not be deemed to have been concluded until such time as the seller has confirmed its offer, including all the amendments, in writing.

2.2. The seller shall not be bound by the buyer's order until such time as the seller has confirmed acceptance of the order in question in writing.

2.3. Any orders placed via an intermediary shall require the seller's confirmation to the buyer directly before the agreement shall become binding.

2.4. Drawings and specifications

All weights, measurements, capacities and other data, featuring in catalogues, prospectuses, circulars, advertisements, depictions and price lists are approximate values only. These data shall not be binding unless explicitly referred to in the agreement.

3. Prices

3.1. The prices listed by the seller are free of engagement and the seller reserves the right to amend these prices in function of circumstances beyond its control.

3.2. Any costs ensuing from the seller having to call on the expertise of a study or planning bureau with a view to issuing the buyer with an offer shall invariably be borne by the buyer.

3.3. The seller shall be entitled to seek deposits or any other form of surety (in the form of a bank guarantee) from the buyer.

3.4. All prices are expressed in euro and are exclusive of VAT. The VAT shall invariably be borne by the buyer.

3.5. The seller's prices include delivery ex the seller's registered office and are exclusive of assembly and commissioning costs.

4. Delivery

4.1. Deliveries shall be performed at the seller's registered office, even if they have to be shipped free domicile.

4.2. Goods are transported at the buyer's own risk and in accordance with the CPT Incoterm.

4.3. Delivery lead times shall be further specified in the special terms and conditions.

4.4. Unless otherwise agreed, the delivery lead time shall start to run as of the last of the following dates:

a) The date at which the agreement as described under article 2 has been concluded

b) The date at which the seller receives all the documents, data, permits, etc. needed to perform the agreement

c) The date at which the seller receives payment, or a deposit, provided it has been agreed that either one should be issued/paid prior to delivery and, on condition that it has been stipulated that the delivery lead time shall depend on the seller having received either payment in full or a deposit.

5. Services

In cases where the seller has undertaken to provide the buyer with services, i.e. subscribed to a non-material performance, the seller shall only be bound by a best efforts obligation. The seller does not furnish any guarantees as to whether the result the buyer envisages will actually be attained. The seller is obliged to perform the agreed service provision (service, maintenance, repairs, etc.) with due care and to the best of its ability and with due regard for the arrangements, procedures, instructions and risks the seller accepted prior to or in the course of the conclusion of the agreement.

6. Delivery, performance and other terms

Save otherwise provided, all terms shall be deemed to be approximate in nature. Delays shall on no account entitle the buyer to cancel the order, be it in part or in full, or to break/rescind the agreement; neither shall said delays entitle the buyer to a discount or to any damages from the seller whatsoever.

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7. Warranty and liability

7.1. Upon receipt of the goods, c.q. completion of the service provision, the buyer shall ensure that all the buyer's deliveries, c.q. services, are thoroughly checked. Receipt of the goods shall imply their acceptance. Without prejudice to their initial acceptance, all goods and services shall be deemed to have been irrevocably accepted if no complaint in writing has been received within 8 calendar days of the goods having been received, c.q. the service provision having been completed, and in any case as soon as they are, be it fully or partially, put into operation.

7.2. Acceptance shall cover all visible defects, i.e. any defects that can be detected in the course of a thorough examination.

7.3. In the event of damage caused by the seller and third parties and/or the buyer, the seller shall only be held liable to the extent to which its fault(s) contributed to the damage. Any form of several or in solidum liability on the part of the seller shall be excluded. If the seller's degree of liability in a specific claim cannot be determined, the seller shall at the most be held liable for a part of the damage, proportionate to the number of parties responsible for the damage in question.

7.4. Any claim regarding (visible or hidden) defects shall be submitted without delay, on pain of nullity. Moreover, the seller's duty to furnish a warranty and assume liability shall expire one year after the date of delivery c.q. completion of the service provision (even if the defect in question were only to manifest itself subsequently). In the event of liability, the seller's responsibility shall moreover be limited to its obligation to repair or replace the product in question, and this without any further recourse on the part of the buyer. In addition, the seller's liability shall be limited to twice the price specified in the agreement.

8. Invoices and payments

8.1. Save proof to the contrary, the buyer shall be deemed to have received the seller's invoices on the third workday following the invoice date.

8.2. The buyer shall check the seller's invoices upon receipt. Without prejudice to any prior (tacit) acceptance (or otherwise), the buyer shall be deemed to have irrevocably accepted the seller's invoice if no well-substantiated objection has been raised within 8 calendar days of the date at which the invoice was received.

8.3. Invoices are payable in cash at the seller's registered office or by bank transfer into the seller's account. Invoices settled by bank transfer shall be deemed to have been settled on the date at which the seller's account is credited with the relevant amount.

8.4. The seller's invoices are payable, without discount, within a period of 15 days as of the date following the date at which the buyer has received the invoice or a similar request for payment. The buyer shall automatically, as of the invoice's expiry date, and without prior formal notice, be liable for moratorial interests corresponding to the moratorial interest provided for under the Act of 2 August 2002 concerning the fight against late payments in business transactions, increased by two percentage points and for fixed damages of 10 % on the amount outstanding with a minimum of EUR 125. Discounts, deductions, retentions, etc., on whatever grounds (for cash payments for instance) shall not be entertained.

8.5. In the event of payment arrears, the seller shall be entitled to suspend the (further) performance of any agreement it may have concluded with the buyer, even if the default in question concerns another contractual relationship. Any single invoice that has not been fully settled by its due date shall automatically render all the balances of any other, even non-matured invoices, immediately payable. If the seller has sound reasons to doubt the buyer's creditworthiness, the seller shall be entitled to seek full payment in advance, before proceeding with the (further) performance of the agreement.

8.6. On no account shall the issuance of a cheque or draft result in novation.

8.7. All current and future taxes, including all additional levies and costs, whatever their nature, connected to the sale shall be borne by the buyer.

9. Retention of title and transfer of risk

9.1. The goods supplied shall remain the property of the seller until the buyer has fulfilled all his obligations in full. The foregoing does not prevent that all risks shall be transferred to the buyer as soon as the agreement is concluded or, in the case of non-individualized goods, once they have been individualized by the seller.

9.2. Any goods the buyer does not take receipt of at the moment they are put at his disposal by the seller shall be stored by the latter at the buyer's risk and expense. At the buyer's request, the seller shall insure the goods at the buyer's expense.

9.3. The buyer hereby undertakes not to sell the goods or hand them over to third parties for as long as they remain the property of the seller. Should the buyer act in contravention to this ban he shall be liable for damages to the value of 50% of the sales price (in addition to the sales price and any possible penalties for late payment).

10. Warranty

10.1. The seller furnishes a six months' warranty on any goods it supplies and/or on any installation services it provides.

10.2. If the lifetime of the manufacturer's warranty on the goods supplied deviates from the aforementioned term, the manufacturer's warranty period shall prevail.

10.3. The warranty period shall start to run on the date of delivery.

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10.4. The buyer shall only be entitled to invoke the warranty on condition that he notifies the seller of any defects within the warranty period and provided that he proves that said defects arose as a result of a production fault and/or the use of inferior materials and this within the warranty period.

10.5. The seller's obligations ensuing from this warranty do not extend beyond the gratuitous repair or replacement of the defective product, either one at the discretion of the seller.

10.6. Save for the labour costs arising from the goods' repair/replacement, which are covered by the warranty, all costs ensuing from the on-site repair/replacement (such as carriage for instance) shall invariably be borne by the buyer.

10.7. On pain of the warranty becoming null and void, the buyer shall at all times be obliged to seek the seller's explicit consent in writing before he has the goods repaired/replaced and/or serviced by third parties.

10.8. The warranty shall never cover any defects that are the result of normal wear and tear, of the injudicious handling or the injudicious or incorrect maintenance or repair/replacement and/or servicing etc. by third parties.

10.9. A more extensive warranty arrangement can be provided for in the special terms and conditions.

11. Product liability

11.1. The seller shall not be obliged to pay any compensation for any damage that may ensue from the professional use of the goods or for any losses linked to the buyer's professional activities.

11.2. Neither shall the seller be obliged to pay any compensation for any damage that may be sustained on extra-contractual grounds. In respect of physical injuries and damage to private property, the supplier shall only be obliged to accept liability in the cases provided for under the Liability for Defective Products Act of 25 February 1991. The seller shall more specifically not be liable for damages if:

- It cannot be demonstrated that the defects already existed at the time the goods were brought into circulation
- The seller could, in view of current-day scientific and technological knowledge, not have been aware of the defects
- The defects are the result of the design of the item into which the goods are incorporated or of the buyer's instructions
- The damage was the result of errors committed by the buyer, the injured person or a person the injured person is in charge of (e.g.: incorrect manoeuvres, the incorrect operation, transformations carried out by the buyer or third parties, etc.)
- The defects are the result of the goods' conformity with compulsory regulations issued by public authorities
- The damage was caused by a lack of maintenance or by the goods not having been serviced as specified in the manufacturer's maintenance manual or instructions
- The damage is the result of an intervention carried out by a third party who was not recognized by the manufacturer.

11.3. The buyer shall safeguard the seller against any rights or claims third parties may seek to enforce against him on foot of the damage defined under item 11.2.

12. Financial guarantees

The seller reserves the right to - if it were to transpire following the conclusion of the agreement but prior to the seller having received payment in full - that the buyer's credit rating has been compromised or that his creditworthiness has declined, and more specifically in any of the following situations: a request to pay in instalments, objections, an application for an amicable settlement or composition approved by the courts, the seizure of all or part of the buyer's merchandise at the request of a creditor, arrears in the payment to the NSSO, etc. - seek any guarantees he may deem necessary in view of the proper performance of the undertakings, even after the goods have been delivered. In this respect, no formal notice shall be required.

13. Resolatory clause

If an invoice remains unsettled on its due date, or if the buyer fails to furnish the guarantees in the sense of article 12, the agreement shall be rescinded ipso jure on condition that the seller notifies the buyer of his intention by registered letter, in which case no prior formal notice shall be required. In that event, the seller shall be entitled to collect the goods he supplied without any intervention by the courts. The buyer shall, in addition, be liable for 30% of the price, with a minimum of EUR 250, without prejudice to the seller's right to be compensated for any loss of profits that may exceed this flat-rate amount and any other losses, and to payment of the price for the materials that were already processed and for any services that were already provided.

14. Force majeure

14.1. Neither party shall be obliged to indemnify the other party if an event of force majeure were to prevent either party from properly or timely performing its undertakings.

14.2. The following situations - provided they arise after the conclusion of the agreement and impede its performance - shall be deemed to be events of force majeure: industrial disputes, strikes, riots, war and other troubles, insurrections, boycotts, blockades, natural disasters, epidemics, shortages of raw materials, restrictions on energy consumption, impediments to and interruptions in transport, seizures, embargoes, bans on currency transfers, extreme weather conditions, fire, machinery

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breakdowns, troubles at the seller's company, problems at suppliers' and/or measures imposed by public authorities, provided they are due to circumstances beyond the parties' control.

14.3. The party who invokes one of the aforementioned circumstances shall notify the other contracting party in writing as soon as the event of force majeure occurs and again as soon as it has come to an end.

15. Intellectual property rights

15.1. All studies, plans and specifications, (data contained in) software and/or other programs shall remain the property of the seller and shall be treated as being strictly confidential. Any technical documents the seller may furnish are provided for informative purposes only.

15.2. Unless expressly agreed otherwise, the seller shall be entitled to use the knowledge and results derived from the performance of an agreement for other contracts and purposes and to commercialize these.

16. Termination and rescission

If the agreement is (fully or partially) terminated or rescinded for fault of the buyer, the buyer shall be liable for fixed damages by virtue of loss of profits equal to 30% of the price of the cancelled goods and/or services, with a minimum of EUR 250, without prejudice to the seller's right to be compensated for the loss of profits exceeding this flat-rate amount and any other losses, and to payment of the price of the materials that were already processed and the services that were already rendered.

17. Limitation

All claims against the seller shall become statute-barred two years after the goods have been delivered and/or the services furnished, without prejudice to the shorter periods of limitation prevailing under the law or the present terms and conditions.

18. Applicable law - Competent court

18.1. All agreements concluded with the seller shall be governed by Belgian law. International Conventions governing the trade in movable goods whose effects can be excluded between the parties, shall not be applicable and are hereby explicitly precluded. The application of the 1980 Vienna Sales Convention (CISG) shall hereby be explicitly excluded.

18.2. Only the courts of the judicial district in which the registered office of the seller is located shall have jurisdiction to take cognizance of any disputes.

19. Divisibility

The nullity or invalidity of one or several provisions of the present terms and conditions shall merely affect the provision(s) in question and shall not in any way affect the validity of the remaining provisions of the present terms and conditions.

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