

**GENERAL CONDITIONS OF SALE QUADRANT CMS NV**  
**located in BE – 8700 Tielt, Belgium**

**I. PERFORMANCE OF THE CONTRACT**

**a) OFFERS/ORDERS**

All offers are made without any commitment on our part. Orders are only binding if they are confirmed by us in writing within 15 days.

**b) CONFLICTING CONDITIONS**

These conditions form part of the contract. If there is a conflict they take priority over any conditions contained in documents issued by the customer.

**c) BREACH OF CONTRACT**

A contract, which is breached by the customer for any reason whatsoever, gives automatically (by operation of law) rise, and without prior notice, to payment of compensation to us.

If, at the time of a unilateral breach, we have already ordered goods or performed services of any kind in order to perform the contract, all the costs of doing so will be invoiced, in addition to the above compensation.

**II. DELIVERY AND DELIVERY TIME**

**a) SUBJECT OF THE DELIVERY**

1. Only the goods described in the sales confirmation will be delivered. Invoiced packaging material becomes the customer's property; other packaging material remains our property and must be returned within 30 days after receipt of the goods.
2. The series production of goods subject to approval can only be started after receipt of such approval in writing.
3. Both parties take the full responsibility, in their specific knowledge domain, and protect the other party against charges of violation of third party rights, such as copyright, patent or trademark right and trading name.

**b) TERMS OF DELIVERY**

Delivery is made at our company, except arrangements to the contrary made in writing.

**c) DATE OF DELIVERY**

Our date of delivery is a target date. It shall be honoured as far as possible. Delays shall not give rise to cancellation of the contract nor to damage claims.

**III. DEVELOPMENT COSTS**

The development costs of tools, including dies, are invoiced to the customer but such tools remain our property, even after use.

**IV. PRICES AND TERMS OF PAYMENT**

**a) PRICES**

Prices are calculated ex works. Taxes, dues, charges and costs of any kind whatsoever are not included in the price and have to be settled separately by the customer.

**b) TERMS OF PAYMENT**

1. Unless otherwise specified, the terms of payment are as follows: within 30 days after the date of the invoice.
2. All invoices are payable at the head office of our company in Tielt. The acceptance of bills of exchange or other documents of payment by a third party shall not be considered as constituting a novation.
3. All invoices, including those not yet due, will be immediately payable in the event of non-payment of the previous ones.
4. In the event of non-payment of an invoice, interest will be charged from the date payment was due by right and without any prior notice. Such interest will be equal to the minimum interest rate applied by the Central European Bank for refinancing transactions, to be raised by 7% and calculated according to the Statute of 2 August 2002 on combating late payment in commercial transactions.
5. In the event of persistent non-payment without any reasonable and plausible reason, in addition to the interest mentioned above, a lump sum for payment of costs and damages will be due as a contractual penalty equal to 10% of the invoiced amount, with a minimum of 125 EUR. This sum will be automatically (by operation of law) due and payable and without any prior notice, with effect from the due date. For debts arising from invoices above 25.000 EUR, the damages will be reduced to 5%. A simple request for extinction of payment will not be deemed an acceptable reason for non-payment.

6. We are entitled to immediately cancel the contract and to take back the goods without payment of any compensation to the customer: if there are objective reasons to believe that the customer will not honour its obligations; or if the customer has not paid in full for the delivered goods at the due date.

The contract will automatically (by operation of law) be cancelled and without any prior notice in the event of the bankruptcy of the customer.

**V. GUARANTEE**

- a. We are only liable for any non-conformity or defects in any delivered goods if it can be proved that according to the contractually determined criteria and analysing methods, the non-conformity or defects were due to an error on our behalf. Any visible defects are deemed to be accepted by the customer on receipt of the goods. Hidden defects are deemed to be accepted by the customer if they have not been reported in writing within 30 days following their discovery or in any case within 2 years after receipt of the goods by the customer. We are not liable for any indirect or consequential damages, such as loss of benefit, of clients, of reputation, etc. In any event, our liability will not exceed the amount paid by the customer for the goods during the year preceding the damages, with a total of maximum of 5.000.000 EUR per case of damage and maximum 5.000.000 EUR per year.
- b. A customer who wishes to take measures relating to the delivered goods, such as a recall, is only entitled to do so after our prior and written consent, which we will not refuse without reasonable excuse. We will not be liable for any costs relating to measures that we have not approved. If we accept certain measures, only the cost of the accepted part of the measures can be charged to us. In any case, our general terms of limited liability remain applicable.

**VI. PROPERTY RIGHTS**

Title to goods to be delivered will not pass to the customer until we have received payment in full, together with any other sums due from the customer. Pending the passing of title, we can take back the goods, wherever they may be stored.

**VII. GOVERNING LAW AND JURISDICTION**

Belgian law is applicable to all our contracts. In the event of litigation, the courts of the judicial district of Bruges shall have sole jurisdiction, and in particular the Justice of the Peace Court of the second canton of Bruges, and the Commercial Court of Bruges, department Bruges.

**VIII. TRANSLATION**

A Dutch, French or German translation of our sales conditions can be forwarded to our clients free upon request. The fact that such translations are not attached to this document cannot be invoked to argue that these sales conditions are not understood or accepted.

**IX. VERTALING – TRADUCTION – ÜBERSETZUNG**

Een vertaling in het Nederlands van deze verkoopvoorwaarden kan op vraag van onze klanten kosteloos worden opgestuurd. Het feit dat deze vertaling niet aan dit document is aangehecht, kan niet ingeroepen worden om te beweren dat deze verkoopvoorwaarden niet bekend zijn en niet aangenomen werden.

Une traduction en français des présentes conditions générales de vente peut sur simple demande du client lui être envoyée sans frais. Le fait que ladite traduction n'est pas annexée au présent document ne peut être invoqué pour prétendre que ces conditions de vente étaient non connues et non acceptées.

Die Kunden können auf Anfrage kostenlos eine deutsche Übersetzung der allgemeinen Verkaufsbedingungen erhalten. Die Tatsache, dass eine solche Übersetzung dem heutigen Dokument nicht beigelegt ist, bedeutet keineswegs, dass die Kunden die Verkaufsbedingungen nicht kennen und nicht anerkannt haben.