

Art. 1

Unless expressly stated otherwise and agreed in writing, drawn up in advance, the under mentioned General Terms and Conditions of Sale apply at all times to any business activities between ALPHA bvba, hereinafter referred to as the SUPPLIER, and the contracting party, hereinafter referred to as the BUYER, BUYER being cognisant thereof, hereby accepts these General Terms and Conditions of Sale.

Art. 2 Offers And Orders:

- All estimates and bids are subject to alteration until the contract is concluded with the order confirmation.
 - All prices are VAT exclusive.
 - All charges, taxes, interest and custom duties, be they current or outstanding, are at Buyer's charge.
 - For each delivery with a value less than € 150 the SUPPLIER is entitled to invoice additional administration costs of € 20.
 - If the order is deemed to be a true reflection of the agreement if no objections, in writing, are raised within fourteen days after sending this confirmation.
 - Cancellation of an order has to be made in writing and is only valid upon written acceptance of the SUPPLIER.
- In case of cancellation of an order the BUYER is due a fixed compensation of 50% of the value of the order. The SUPPLIER has the right to claim higher compensation pro rata the work performed and the parts ordered in the context of the order.

Art. 3 Delivery:

All deliveries are made ex-works of the SUPPLIER.

- All delivery periods are merely indicative and create no obligation whatsoever for the SUPPLIER.
 - Should a binding period be fixed in the agreement and/or on the BUYER's order, this period shall become invalid in any case of force majeure, as prescribed by law and in the special cases, peculiar to the SUPPLIER, listed below, without entitling the BUYER to claim any compensation or other costs.
 - Specific cases of force majeure for the SUPPLIER: A machine breakdown, which results in a standstill of 12 hours or more. A system failure (i.e. the computer) of 12 hours or more. Illness or unlawful leave or absence of highly specialized experts/craftsmen, who are indispensable for bringing the job to a successful conclusion, in the approved manner, and who, normally cannot be replaced within 12 hours. Working conditions or technical grounds, which occur against the SUPPLIER's will, such that the SUPPLIER cannot do the job with a reasonable chance of success, and which it can only rectify at a high, additional cost.
- In such cases, and by mutual consent with the BUYER: either a new, binding period and/or additional cost shall be agreed or the agreement will be rescinded without any compensation for the BUYER.
- Any deliveries and packaging, even when the SUPPLIER arranged for delivery at residence, are made at the BUYER's expense and risk. The merchandise is shipped at the BUYER's risk, even if it was sent duty paid and carriage paid. It can be insured at the BUYER's request and at its expense.

Art. 4 Commissioned work carried out at the SUPPLIER'S workplace:

- In cases where commissioned work is to be carried out at the SUPPLIER's workplace, the final acceptance thereof will take place, ipso jure, at the SUPPLIER's workplace and no later than the date on which the consignment is sent by the SUPPLIER or the date on which it is picked up by the BUYER.
- If the final acceptance didn't specifically take place, any complaint or protest should be sent, by registered letter, to the SUPPLIER's head office, to arrive no later than 10 working days after the delivery of the equipment or the services rendered. Once this period of 10 working days has lapsed, the delivery is regarded as being finally accepted.

Art. 5 Terms of Payment:

- All payments should be made in cash at the SUPPLIER's head office, without any discount, in EURO or in the currency in which the invoice is made out.
- Invoices which weren't paid on the specified and/or agreed maturity date, are ipso jure and without giving any prior notice, subject to interest on arrears, of 0,8% per month.

- In case of non-payment of the invoice by the agreed maturity date and to compensate for the extra judicial costs of debt recovery (such as personnel costs, office costs, administrative expenses and follow-up costs of the file, the effect on financial management, etc.), the amount of the principal sum shall, moreover, be increased, by a specific amount, of 10 % of the principal sum, with a minimum of 375 EURO, and this without prior notice.
- The acceptance by the SUPPLIER of any bills of exchange or other documents of payment shall never be regarded as a substitution of a new obligation for an old one.

Art. 6 Guarantee and Liabilities:

- The offer of the SUPPLIER is made based on the information received from the BUYER and eventually specified in the offer or announced in specific writing. It is clearly understood that SUPPLIER is not a specialist in the works carried out by the BUYER and for this reason it remains totally the liability of the BUYER to draw the attention of the SUPPLIER on:

1. In general on each element specific to the BUYER's branch that might influence or be influenced by:
 - a) the Product delivered by the SUPPLIER.
 - b) the use of the Product of the SUPPLIER
2. The products and processes used by the BUYER.
3. The intended uses of the equipment delivered by the SUPPLIER.

- Acceptance of the offer means the irrevocable agreement of the BUYER with the delivery of the offered Product and its way of operation by the SUPPLIER. For this reason SUPPLIER is not responsible for any claim arising out of the delivery of the Product or out of the use of the Products nor out of the way of operation of the Product and possibly caused by a lack of information from SUPPLIER and/or BUYER as described above.

No sum may be deducted either from outstanding invoices, on account of the damage sustained, by entering a plea of non-performance or non-fulfilment.

- Warranty of the SUPPLIER: one year for use of 8hrs/day or 1/3 of a year for use of 24hrs/day or 3 shifts/day, except on specific tooling or parts subject to wear and tear (sonotrodes, resonators, electrodes, anvils, blast hoses etc.); the warranties of the manufacturer remain valid.
- Transport costs and maintenance work are not included in the guarantee.

- Should the merchandise and/or the services supplied by the SUPPLIER, and/or the rented machinery present an accidental risk or a potential risk or other inaccuracies, then BUYER must before putting it into service, have recourse to an expert to prescribe the necessary precautions, then take these precautionary measures and continue to do so, at regular intervals and at BUYER's expense.

- The SUPPLIER refuses any responsibility for any merchandise that is overloaded, overcharged, unlawfully cleaned, abnormally used in a non-approved manner and/or rendered services and/or rented machinery.

- RISK TRANSFER:

Even if final acceptance of the consignment has not yet taken place, the merchandise, supplied by the SUPPLIER, will be the sole responsibility of the BUYER, as from delivery of the equipment. Even in case of force majeure or coincidence, nothing will allow the BUYER not to pay the balance, even if third parties might be involved.

- Dry ice pellets can be dangerous. The Safety Precautions are available upon request or on www.alpha.be.

Art. 7 Reservation of Property:

The materials and equipment continue to be the exclusive property of the SUPPLIER, until the invoice is paid in full.

Art. 8 Settlement of Disputes:

- If a clause in these General Terms and Conditions of Sale should turn out to be illegal, this will be without prejudice to all other clauses.
- The Courts of Ghent shall have jurisdiction over the settlement of all disputes. Nevertheless, the SUPPLIER reserves the right to submit the case to the Court of the BUYER's place of residence or any other place authorised by law.

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