

GENERAL CONDITIONS OF SALE

1. GENERAL

1.1 The following conditions exclusively govern all agreements of purchase and sale and leases in the broadest sense, including all agreements or clauses therein concerning transfer of ownership.

1.2 These conditions similarly apply, mutatis mutandis as far as necessary, to all maintenance, installation and repair work (or agreements or conditions therein concerning such work) and other services rendered in the broadest sense and including the supervision of such works and the persons undertaking them.

1.3 Divergent conditions apply only if the purchaser and vendor have agreed them in writing and then only to the agreement in respect of which they are made; the following conditions otherwise continue to apply.

1.4 Where applicable, the term 'machines' as used in these conditions of sale is understood to include plant, apparatus, parts, accessories and tools and goods and other products connected therewith in the broadest sense.

1.5 Under leases, the terms 'vendor' and 'purchaser' in the following articles similarly mean lessor and lessee and, in the case of sale, also lettings and insofar as these conditions fail to provide, our general conditions of hire that form part of these general conditions shall apply.

2. OFFERS

2.1 None of our offers or quotations is binding unless expressly stated otherwise in writing. Every offer or quotation from us is based on the assumption that we can execute the order under normal circumstances and during scheduled working hours. An agreement is created only if and insofar as we accept an order from the principal in writing or if we proceed to execute an order. The effective date of an agreement is the date of dispatch of our written confirmation of the order or the first day of actual execution of the order by ourselves.

2.2 If an order has not been accepted in writing beforehand, e.g. on sale of stock in store, the purchase agreement is created as soon as the vendor wholly or partially complies with a request for delivery from the purchaser, or through the vendor sending an invoice to a purchaser who has requested delivery.

2.3 The vendor is not liable for errors or divergence from illustrations, drawings and stated measures and weights, or any other specifications appearing in price lists or advertising material and in offers and/or confirmations of order, unless they seriously affect the capacity or proper operation of the machines.

2.4 Illustrations, drawings and the like provided by the vendor remain its property and may be copied or reproduced or placed at the disposal of third parties only with its express consent.

2.5 Should no order be forthcoming, DIBO N.V. reserves its right to charge for the design, drawing - calculation - and/or demonstration costs or any part thereof, calculated in consultation with the applicant in accordance with custom and equity.

3. COMPLAINTS

3.1 Unless agreed otherwise in writing, the vendor will not entertain complaints concerning used machines supplied and the vendor is not liable for them in any respect whatever.

The provisions of Paragraphs 2 and 3 below therefore relate exclusively to new goods.

3.2 Notwithstanding the provisions of Article 6, the vendor is not obliged to entertain complaints not submitted to it in writing within fourteen days following the date of its invoice, or within eight days following receipt of the goods, or if the purchaser could reasonably discover the defect only subsequently, within eight days after the defect is discovered.

3.3 A complaint concerning goods supplied will not affect the rights and obligations of the parties concerning goods supplied previously or still to be supplied, even if such goods have been or will be supplied in execution of the same agreement.

4. INSPECTION

4.1 The goods will be deemed to have been finally and unconditionally accepted by the purchaser if it is agreed that the purchaser will examine or inspect the goods at the premises of the vendor or at those of the purchaser elsewhere or will have them examined or inspected and it has failed to make use of this right within ten working days of being notified of its opportunity to do so or it has effectively been offered the opportunity.

4.2 Examination or inspection expenses will be borne by the purchaser.

5. ASSEMBLY AND COMMISSIONING

5.1 The purchase prices do not include the cost of assembly and commissioning.

5.2 In the event of its having undertaken to assemble and start up the machines sold and supplied, the vendor will accept liability only with regard to the operation of such machines if:

A. assembly and commissioning are undertaken in accordance with its instructions, in which case it is entitled to entrust supervision of the work to a fitter. The purchaser will bear the fitter's travel expenses and cost of board and lodging etc.

B. The circumstances (in the broadest sense) at the site where assembly and commissioning are to take place have no detrimental effect and foundations, walls, partitions and the like on and/or against which the machines are to be mounted or attached for commencing the works have been properly installed, executed and/or prepared.

The purchaser is responsible for undertaking all additional works. The purchaser will also provide the necessary assistance at its own expense in the form of labour and ancillary materials.

5.3 The purchaser will bear any costs resulting from the inability of the fitter to proceed regularly with assembly and commissioning owing to circumstances beyond the vendor's control.

5.4 Article 6 applies correspondingly.

6. GUARANTEE AND LIABILITY

6.1 The vendor guarantees new machines supplied for a period of one year following delivery or despatch, i.e. it will make good free of charge all parts that may sustain any defect during that period as a result of faulty construction, or will replace them with others (at the vendor's discretion), provided that such defect is brought to its notice in writing immediately following discovery and in any event within the time limits referred to in Article 3 and, should the vendor so wish, the part concerned is immediately returned carriage paid. The guarantee period is reduced proportionately if the machines are in service for more than forty hours per week.

6.2 The above guarantee concerning making good or the supply free of charge of a new part excludes any statutory levies on the part to be provided free, or import duties and turnover tax: these will be borne by the purchaser. If a fitter's intervention is necessary to replace or make good a defective part, the customary costs incurred will be debited.

6.3 The vendor's guarantee obligations lapse immediately if during the guarantee period the purchaser undertakes any repairs or changes, or has them undertaken by others, without the vendor's prior consent, or fails to discharge its payment obligations. The purchaser is not entitled to withhold payment on the grounds that the vendor has not yet discharged its guarantee obligation or has not done so fully.

6.4 The guarantee applies instead of any other liability of the vendor for failure of performance, improper performance or late performance. Liability in respect of failure to discharge the guarantee obligations is further limited to the

cost of repair or replacement by third parties with which the purchaser will not proceed, however, until express notice of default has been served on the vendor and the vendor has been allowed a reasonable period in which to discharge its guarantee obligations.

6.5 Without prejudice to the provisions of Paragraph 4 above, the vendor will in no event be liable for any indirect loss such as that following cessation of business, delay, interruption or any other operating loss in any respect or guise or of any nature whatever, or for any direct or indirect loss caused to or by or through the operation or nonoperation and/or malfunctioning to goods produced or processed by them or caused directly or indirectly by personnel in its service to any goods and any persons whatsoever.

6.6 Finally, without prejudice to the provisions of Paragraphs 4 and 5 above, any liability of the vendor of any kind whatever, including liability by virtue of these conditions, will in each case be limited to not more than the amount of the purchase price for the individual item concerned already paid by the purchaser in respect of his agreement.

6.7 In the event of any third party claim against the vendor in respect of or in connection with delivery (including late, defective or improper delivery) or operation of the goods, the limitation of the vendor's liability will apply correspondingly as described in Paragraphs 5 and 6. The purchaser will indemnify the vendor against any further liability towards third parties.

6.8 The vendor will provide the purchaser, on delivery of the machine, as far as necessary and/or requested, with instructions, directives and/or directions regarding its use and the purposes for which it may be used, to which the purchaser is obliged to adhere. Unless advised otherwise in writing by the purchaser, the vendor may assume that the purchaser and its personnel or the persons that the purchaser directly or indirectly permits to work or remain near or with the machine are adequately familiar with the language in which the instructions or directions are couched to take note thereof and act accordingly, provided such language is Dutch.

The vendor is prepared as far as possible to have such instructions and directions provided in other languages on written request. The purchaser undertakes to bear the ensuing cost.

6.9 A guarantee application can be entertained only if the guarantee card for the machine concerned is in our possession fully completed and signed.

7. ALTERATIONS

An alteration or cancellation of a purchase agreement requires the vendor's consent in writing. The purchaser undertakes to make good to the vendor all loss, including loss of profit and all cost resulting from the change or cancellation should it wish to alter or cancel the agreement made.

8. TRANSIT CONDITIONS

8.1 All goods, including those sold carriage paid, travel at the purchaser's risk. This remains unaffected by commitments assumed towards third parties, which are deemed to have been assumed in the purchaser's interests and at its expense.

8.2 The vendor is entitled to have goods that are ready but cannot be carried to their destination through causes beyond its control, stored at the purchaser's risk and expense, or to procure their storage and demand payment as if delivery had been made.

8.3 The choice of means of transport lies with the vendor, even for non-carriage-paid consignments in respect of which the purchaser has given no directions for dispatch. Obstructions or temporary impediments of the means of transport chosen do not impose an obligation to use another means. The vendor is not liable if the transport selected by it is unavailable for any reason whatever.

8.4 The vendor undertakes to arrange customs clearance of goods manufactured abroad, to the exclusion of the purchaser.

8.5 The goods travel uninsured unless the purchaser has asked the vendor in good time to insure the goods at its expense while in transit.

8.6 Unless agreed otherwise, export and import duties, stamp duties, terminal charges, clearance costs, taxes etc will be borne by the purchaser.

9. DELIVERY TIMES

9.1 Delivery times, even when agreed, can be quoted only approximately. If the agreed time of delivery is exceeded, the purchaser is entitled to allow the vendor a reasonable period for delivery by registered letter. Only when the time limit is exceeded may the vendor be held liable for exceeding the period.

9.2 Exceeding of the time limit does not entitle the purchaser to cancel the order or to refuse acceptance of or payment for the goods, nor does this oblige the vendor to pay the purchaser any kind of compensation or to deliver from stock, if purchase is made ex works.

10. DELIVERY

Products that have left our factory and products of which we have advised the principal in writing that they are ready for dispatch will be deemed to have been delivered without prejudice to the provisions of Article 11 and notwithstanding any obligation on our part to discharge assembly and installation obligations. The place of delivery is therefore our works, even if carriage-paid dispatch and/or carriage by ourselves has been agreed. If delivery is made in parts, the individual consignments will be deemed to have been delivered as such.

11. RISK

The risk passes to the principal at the time of delivery within the meaning of Article 9. The provisions of the previous sentence apply unabated even if the products are damaged through destruction of the packaging.

12. FORCE MAJEURE

Force majeure includes all circumstances that may reasonably be regarded as preventing delivery or timely delivery of the articles sold, such as failure of delivery or delivery in time to the vendor by its supplier and if the vendor fails to receive or fails to receive in good time the goods sold to it by its supplier, in which cases the vendor will have the option of deferring delivery or cancelling the purchase agreement

13. PRICE

13.1 The selling price stated by the vendor is based on its buying-in price and other cost factors. Should any of these cost price components be increased following confirmation of the order but before delivery of the goods, the vendor will be entitled to pass on the increase to the purchaser.

13.2 Without prejudice to its general applicability, this clause applies especially to any change in import or export duties or other duties or taxes arising following dispatch of the confirmation of order and to a change in the rate of exchange for the Euro against the foreign currency in which the vendor has purchased the goods.

14. PAYMENT CONDITIONS

14.1 The vendor enters into any agreement under the suspensive condition that the purchaser is sufficiently creditworthy in the light of the information to be obtained by the vendor.

14.2 The vendor is entitled to suspend discharge of its obligations during execution of the agreement until the purchaser has put up security at the request and to the satisfaction of the vendor for discharge of all its obligations under the agreement.

14.3 Invoices which were sent or delivered by the seller need to be paid within the term mentioned on the invoice, either in cash or on the bank account stated by the seller. The buyer is not entitled to any settlement.

14.4 The vendor is entitled to suspend discharge of its obligations until the purchaser has discharged the purchase price payable by it, insofar as it is due.

14.5 Without prejudice to the provisions elsewhere in this agreement, all goods supplied by the vendor at any time remain the vendor's property until all the vendor's receivables against the purchaser that fall within the scope of Belgian law, irrespective of the reason and whether or not matured, including interest and charges - and in the event of delivery being made on current account, up to the time of settlement of any balance that may be due in favour of the vendor - are paid. The purchaser may not pledge the goods to third parties or transfer possession thereof until the said payment or settlement is made in full, in each case excluding other than fiduciary transfer of title in accordance with the normal destination of the goods.

On failure to do so, and in the event of whole or partial application of Article 13(1), the vendor will be entitled, without any authorisation from the purchaser or from the courts being required for this purpose, to recover itself all the goods supplied by it or to procure their recovery from the place where these goods are located. Any receivable from the vendor against the purchaser will then also be immediately collectable.

14.6 All our invoices are payable within 30 days of invoice date.

14.7 Failure to settle an invoice by the due date will result, ipso jure, in the charge of interest at the rate of 12% per annum and damages amounting to 15% of the invoiced amount, with no obligation to send a written reminder.

15. FAILURE OF PERFORMANCE BY THE PURCHASER

15.1 Should the purchaser fail to discharge any obligation imposed on it by this or any other agreement made, or to do so in time or properly, and if the purchaser should be declared bankrupt or an application has been made for its bankruptcy, or have itself applied for a suspension of payments or bankruptcy, or decides to or proceeds with the closure or partial closure or winding up of its business, and if any attachment is imposed on the purchaser, the purchaser will be deemed to be de jure in arrears and the vendor will be entitled without notice of default and without recourse to the courts being required, at its discretion and whether in combination or otherwise, to - suspend execution of any, or several or all obligations on its part towards the purchaser, in any respect whatever, and/or

- demand cash payment for any execution on its part of any obligation, even if agreed otherwise and/or

- dissolve or declare dissolved the agreement(s) as a whole or in part, without the vendor being liable in damages, under guarantee or otherwise.

In each case without prejudice to the vendor's right to obtain reimbursement of loss, including loss of profit, costs and interest.

15.2 A complaint does not suspend any payment obligation.

16. DISPUTES

All disputes under or in connection with a purchase agreement or further agreements connected therewith will be settled exclusively before the ordinary court of the vendor's place of establishment, unless the purchaser and vendor have agreed to submit the dispute to arbitration.

17. APPLICABLE LAW

All agreements of purchase and sale and associated agreements are governed by Belgian law exclusively, unless the parties have expressly agreed in writing to apply any foreign law contrary to this provision.

GENERAL CONDITIONS OF HIRE

1. The hirer must be able to prove his identity by means of a valid driving licence or passport and, if requested, to pay a deposit corresponding to the value of the machine. The principal hereby grants goods on hire to a hirer who so accepts, as described in the hire agreement, on the conditions set out in this agreement. The hirer declares that it has received the specified goods and will return them on expiry of the period of hire.
2. Hired machines travel at the hirer's risk and expense.
3. The hire charges are based on use for eight hours a day on five working days. If the machines are used on Saturdays and/or Sundays, this must be declared.
4. Hire is charged from the point of leaving our store or yard. The hirer undertakes to pay the charge at the end of the hire period in cash after deducting any deposit paid, unless agreed otherwise. For a hire period exceeding one month, the hirer undertakes to transfer the charge to the proprietor's bank account within ten days following the date of the interim invoice.
5. If the ten-day payment period is exceeded, the hirer will be obliged to make payment as indicated in the General Conditions of Supply and Payment of which these conditions form part.
6. The hirer may not
 - permit third parties to use or to keep the goods or to hire them out nor sell them or dispose of them in any other way;
 - wholly or partly dismantle the goods except insofar as may be necessary to replace the customary accessories such as nozzles and hoses etc;
 - undertake or procure any repairs to the goods without the proprietor's express consent.
7. Damage to the article hired must be reported immediately to the proprietor's office or in writing to the proprietor. Complaints concerning the period of hire or the amount of the charge may not otherwise be made and will not therefore be deducted from the hire charge.
8. Repairs may be made to the hired article by or on instructions from the proprietor.
9. To prevent the likelihood of damage or injury to itself or to third parties and to avoid damage to third parties' goods or property, the hirer will treat the goods with the necessary care both when in use or otherwise and observe the instructions given. The hirer will be responsible for and pay all costs connected with transport and assembly of the machines, at the charges made by the proprietor on a post hoc costing basis.
10. The hirer is obliged to look after the rented goods with due diligence. The rented machines are insured by the person renting out the machines. All sudden and unforeseen material damage and/or loss of and/or destruction of the insured objects is insured. As a result all damage caused by external contingencies, operational errors, lack of expertise, neglect and theft, among other things, are also insured. Loss or embezzlement are excluded, as are gross negligence by the hirer. In the latter case the hirer must compensate the value when new at the price of the reigning price list of the goods to the owner without prejudice to the obligation of the hirer to compensate all other damages to the owner, which include loss of profit, costs and interests. Loss, robbery, damage, perish, theft or embezzlement, or encumbrance of the good must be notified by the hirer to the owner after discovery in writing.
11. The lessee is liable for all damage that may be caused to the hired article during the period of hire, whether or not the hirer is to blame and irrespective of whether it is due to force majeure or not, including damage resulting from the use of the wrong fuel and through failing to maintain the right oil or cooling water level. The hirer further undertakes to make good to the proprietor the amount for which the proprietor is held liable in damages and/or by way of penalty and sufferance or advertising tax by third parties or the authorities during the hire period. The hirer will obtain fuel and any oil and accessories that may be required on its own account. These costs are not included in the hire charges.
12. The hirer undertakes to return the hired article to the proprietor or, at the proprietor's discretion, to a place indicated by the latter in unimpaired condition following expiry of the hire period. The hirer will make good to the proprietor all loss sustained and/or to be sustained, including operating loss, through its having returned the hired article in damaged state.
13. The hirer will bear all expenses for legal and extraordinary measures, including collection charges, that the proprietor may consider useful or necessary in order to enforce its rights under this agreement.

14. The proprietor reserves its right to dissolve the hire agreement at any time without recourse to the courts and to recover the hired article without prejudice to the proprietor's right to recover costs, damages and interest from the hirer.

15. The proprietor is not liable for costs and/or damages of the hirer and/or third parties resulting from idleness in the use of the hired article through defects, wrong use, mistreatment by the lessee or its personnel or third parties, delay in transport during delivery or removal, strike, malicious damage or otherwise. The hirer undertakes to indemnify the proprietor against all claims made by third parties against the proprietor in respect of damage caused by the hired property.

16. Departures from these provisions are effective only if confirmed by the proprietor in writing. The hirer is deemed to be familiar with these provisions and by placing its order undertakes to observe them. A copy of the hire charges list will be sent by the proprietor on request.

17. The lessee will obtain fuels, oils and cooling liquids at its own expense. A non-recurring charge will be made for excessive wear and tear of hoses, nozzles and sundries, in proportion to the wear sustained by the said parts.