



## GENERAL TERMS AND CONDITIONS

### 1. Price and payment

- 1.1. Prices include fees for licensed software incorporated into the system.  
The price set forth for the training does not include traveling, subsistence and accommodation expenses of the Purchaser's trainees.
- 1.2. The sums payable under this Agreement are net of any applicable taxes (including customs, import duties and all bankcharges), however designated or levied, and payment of such taxes shall be the Purchaser's sole responsibility.
- 1.3. Without prejudice to the Seller's other rights, the Seller reserves the right to charge interest on the amount of any invoice overdue at the rate of 1.5 % per month accruing on a daily basis from the due date until payment in full has been received by the Seller.

### 2. Passing of risk and retention of title

- 2.1. Risk of loss or damage to the system will pass to the Purchaser upon delivery at the installation site.
- 2.2. The software being licensed rather than sold to the Purchaser, title to the software shall not pass to the Purchaser at any time.
- 2.3. Notwithstanding delivery and the passing of risk, the property in the system shall not pass to the Purchaser until the Seller has received payment in full of the purchase price of the system together with interest (if applicable) and any other sums due from the Purchaser in respect of the system and its shipment.
- 2.4. Without prejudice to any other remedies available the Seller may repossess the system if the Purchaser shall fail to pay any sum due pursuant to this Agreement. For the purpose of repossession the Seller (or its representatives) may enter any premises where the system is kept with or without prior notice.

### 3. Delivery and installation

- 3.1. Unless otherwise specified the Seller shall deliver the hardware and the software to the installation site (ground floor) designated by the Purchaser.
- 3.2. While the Seller shall use all reasonable endeavors to avoid delays in delivery and installation, the Seller shall not be liable to the Purchaser for any loss or damage, resulting from any delay in delivery or installation, where the delay is due to suspension pursuant to clause 3.3 or due to circumstances beyond the Seller's reasonable control, including without limitation delays in transportation and delays in delivery by the Seller's own suppliers.
- 3.3. The Seller is entitled to suspend delivery / installation of the system until the payment and financing requirements set out in the Special Conditions or General Terms and Conditions have been satisfied.
- 3.4. Prior to delivery of the system, the Purchaser shall be responsible for (i) obtaining any necessary import and other licenses and (ii) for preparing the installation site and for performing specific installation work in accordance with the Seller's Pre-Installation Guide.

### 4. Acceptance and training

- 4.1. The Seller shall be responsible for installing the system at the installation site and performing the applicable standard operation tests established by the Seller (unless specific alternative tests have been agreed in writing with the Purchaser). Installation shall be complete when all operation tests have been performed successfully. The results of the said tests shall be recorded in a Certificate of Installation and Operation and the system shall be deemed accepted by Purchaser when such certificate shall be signed by both parties, or when the Purchaser commences commercial use of the system, whichever is the first to occur.
- 4.2. Training sessions are organized in accordance with the programs and time schedules determined by the Seller.

### 5. Warranty

#### A. Hardware warranty

- 5.1. Subject as below the Seller warrants that the hardware supplied by the Seller shall be free from defects in materials and workmanship under normal use in unmodified condition. The Seller's obligations shall apply only to failures to meet the foregoing warranty occurring within six (6) months from date of Certificate of Installation and Operation but in no event later than eight (8) months from the date of delivery pursuant to clause 3.1.  
The Seller's sole obligation under this warranty shall be the repair or replacement, at the Seller's sole option, of defective equipment. This warranty is conditional upon the Seller being notified in writing of the defect promptly after it has become apparent.

#### B. Software warranty

- 5.2. Subject as below the Seller warrants that the software written by the Seller shall perform substantially in accordance with the demonstration of the system to the Purchaser provided the software is used under normal operation and maintenance conditions and in conjunction with the hardware supplied or designated by the Seller. The Purchaser acknowledges and accepts that software is inherently susceptible to error and the Seller's sole obligation shall be to rectify substantial malfunctions of the software (to the extent technically reasonably possible) by amending the software or supplying an alternative version of the software. This warranty is conditional upon the Seller receiving written notification of the malfunction within six (6) months from date of Certificate of Installation and Operation but in no event later than eight (8) months from the date of delivery pursuant to clause 3.1.
- 5.3. Certain of the software is third party software and is supplied by the Seller on an as is basis without condition or warranty of any kind either express or implied.

#### C. Exclusions

- 5.4. The warranties set forth in this clause 5 shall not apply if the Purchaser fails to pay any part of the purchase price on the due date nor to defects attributable to
  - (i) use of equipment, software or interfacing not furnished by the Seller,
  - (ii) modification of hardware or software without Seller's approval,
  - (iii) fair wear and tear, abnormal working conditions, failure to follow Seller's instructions, accident, negligence or misuse; or
  - (iv) exposure to conditions outside the range of the environmental, power and operating specifications provided by the Seller.

#### D. General

- 5.5. Correction of non-conformities or defective parts, in the manner and for the time period provided above, shall constitute fulfillment of all liabilities of the Seller to the Purchaser with respect to, or arising out of the system or its use, whether based on contract, negligence, strict liability, or otherwise.  
The foregoing shall be the Purchaser's exclusive remedy for any and all claimed deficiencies in quality or performance of the system purchased hereunder.
- 5.6. Save as aforesaid there are no conditions or warranties express or implied by statute or otherwise relating to the system, all of which are hereby specifically excluded, and the Seller shall in no circumstances be liable to the Purchaser for any breach of such warranties or conditions.

#### 6. Limitation of Liability

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall in no circumstances be liable, whether in contract, tort or otherwise, for any indirect, special, consequential or incidental loss or damage (including, without limitation, loss of production, loss of profit, loss of contract or claims of customers or third parties) resulting from breach of this Agreement or from negligence, even if the Seller has previously been advised of the possibility of such loss or damage occurring.

#### 7. Software: Proprietary Rights and Restrictions on Use

- 7.1. The Seller hereby grants to the Purchaser and the Purchaser accepts from the Seller a personal non-transferable and non-exclusive license to use the software for its own internal purposes only in conjunction with the hardware at the installation site.
- 7.2. The Purchaser agrees that it will not copy or reproduce in any form, in whole or in part, the software provided by the Seller under this Agreement except for one machine readable copy for backup purposes.
- 7.3. The Purchaser agrees that during the term of the license conferred under this Agreement and thereafter, the software and all copyright therein is the property of the Seller and the Purchaser agrees to keep confidential such software.
- 7.4. The Purchaser undertakes to the Seller that it will not amend or alter, reverse engineer, decompile or re-digitize the software in any way.
- 7.5. The Seller may terminate any license to use the software granted hereunder immediately at any time by written notice to the Purchaser if the Purchaser commits a material breach of any term of this Agreement.

#### 8. Identity

"Purchaser will be deemed to have given its approval to Seller that Seller is entitled to use the company name or trade name or logo (the "names") of Purchaser for marketing purpose only, and in particular to mention Purchaser's name on Seller's website as a reference for Seller's software products, unless Purchaser has notified Seller within 15 (fifteen) days from the date of the sale of the software products, not to be willing to give its approval to Seller regarding such use of its names".

#### 9. General Terms

- 9.1. The parties agree that this Agreement contains all the terms agreed regarding the subject matter of this Agreement and supersedes any conflicting terms submitted by the Purchaser or any prior agreement, understanding or arrangement between parties, whether oral or in writing.
- 9.2. Information and data contained in price lists, catalogues or other printed documentation are for guidance only and shall not bind the Seller.
- 9.3. This agreement shall be governed by and construed in accordance with the laws of Belgium. Any dispute arising out of, or in connection with this Agreement shall be settled by the competent Courts of Belgium, unless the Seller elects to file the lawsuit in any other court of competent jurisdiction.