

GENERAL SALES AGREEMENT Munters Belgium SA

1. TERMS

Unless stated otherwise, any order is subject to these present terms. The commitments made by our representatives are only valid after written confirmation. The special conditions of sale apply only to the sale for which they were laid.

2. OFFERS

Unless the special conditions provide it otherwise, all offers are only valid for a maximum of 3 months.

3. TECHNICAL DOCUMENTATION

Graphical representations and descriptions of our catalogues and flyers, along with our data sheets are provided for information only and they are not binding at all. Munters Belgium plc reserves the right to alter specifications without notice of any kind. At the moment of delivery, a technical sales literature will be included. If agreed and stated in the offer a "as build" document will be drawn up and delivered after the commissioning of the installation. This concerns a single copy, additional copies can be ordered for an agreed price.

4. PRICE

All prices are net, excluding VAT rate. The present price list is given as information and may be subject to revision without notice, based on economic imperatives. For all orders, 3% transportation & packing costs will be charged with a minimum of 50€.

5. DELIVERY TIME

Delivery times are only indicative. A delayed delivery can't give the right to ask for compensation nor to refuse the goods except special stipulations accepted by us in writing. Shipments delayed at our customers' request will be kept available in our stores; provided that we believe that we have the necessary space. In any case, this fact will not justify late payment. In the case the purchaser fails to take delivery of the goods at the required delivery date the goods will be charged and a 20% allowance could be claimed.

6. COMMISSIONING & ASSISTANCE

When applicable, Munters is offering technical support on site or the commissioning of the devices (during working days) by a representative of Munters Belgium nv. This person must always be accompanied by a customer's representative who will take notes of any comments on the installation. Depending on the products, the commissioning conditions and guarantees are specified in details in the general sales terms in question. These commissioning will be invoiced and are due after the intervention, no later than 6 months after delivery of the goods. After 6 months, the price of the startup will be indexed.

7. PAYMENT

Our invoices are to be paid at our headquarters in Dison, within 30 days from the invoice date, without discount, unless otherwise agreed in writing. In line with the European Law of 2 August, 2002, any late payment will automatically and without notice lead to an interest that has to be paid from the 1st month following the expiration date. The interest is fixed every six months by the European National Bank. The buyer is never entitled to hold all or part of the payment in case of dispute with Munters Belgium plc for any reason.

8. COMPLAINTS

At the moment of the receipt of the goods and the signing of the shipping form, all damages to the packaging will be mentioned on the shipping form, this for the insurance and the transport damage. In all cases, the content of the delivery will be controlled as soon as possible after delivery. No claims for errors of quantity will be admitted unless it is notified to Munters Belgium plc in writing within five days of receipt of goods.

9. PROPERTY

By the commissioning of the products/delivered installations, the products/installations are supposed to be accepted.

10. GUARANTEE

The devices of Munters Belgium plc are guaranteed for 1 year from their commissioning and maximum 18 months after the delivery date. This period is reduced to 6 months if the equipment is used more than 10 hours a day. This guarantee is only valid if the customer establishes that the defects have occurred in conditions of normal use and are not the result of normal use, improper handling, installation failure or maintenance by the customer or a faulty repairing by personnel not belonging to Munters Belgium plc or not delegated by it. The repaired or replaced parts are guaranteed until the end of the guarantee period for goods originally delivered. If it appeared that the staff of Munters Belgium plc in executing the guarantee had been called for reasons unrelated to our material or due to a misuse of this material, all costs related to the involvement of such staff will be charged. No guarantee is given on the spare parts and components ordered after the guarantee period.

11. RESPONSIBILITY

The non-functioning or wrong functioning of delivered equipment, can never lead to the invoicing of a compensation for the damages, losses of production or losses of possible profits.

12. GROUNDS FOR RELIEF

All cases of grounds for relief such as wars, riots, epidemics, strikes, etc. ... preventing or reducing the arrivals of our goods lead to the possible suspension of deliveries and authorize the termination of the markets, in whole or in part, without compensation nor notice, but only the seller reserves the right to cancel or reduce his supplies.

13. DISPUTE

Any dispute related to the execution of an order whatever it is, and which can not be settled amicably by the customer and Munters Belgium plc comes under the exclusive jurisdiction of the court in the rounding of Verviers.

14. RESERVE DE PROPRIETE

All goods sold remain the property of our company until full payment of the invoice price, the payment being the effective collection of the price.

Until then and from delivery, the buyer assumes the responsibility for the damages that such goods may suffer or cause for any reason. He also supports the charges of insurance. The buyer is entitled under the normal operation of the premises, to transform the delivered goods. In case of transformation, the purchaser agrees to immediately pay the seller the remaining part of the price. In case of non-respect by the buyer of a payment deadline or any violation of this xxx clause, the seller, without losing any of his rights, will be entitled to request by advised letter with acknowledgment, restitution of property to the buyer's expense until execution by him of all his commitments.

15. TERMINATION CLAUSE

In case of non-payment at the due date, it is expressly agreed that the sale will be automatically end xxx fortnight after a formal notice by advised letter with acknowledgment, recalling the words of this and remaining unsuccessful without having to perform any legal formality.

In addition, the seller may require, by advised letter with acknowledgment, the whole goods at the all costs of the buyer until execution by him of all his commitments.

16. INTELLECTUAL PROPERTY

All plans, specifications, designs delivered to the customer remain our property and the customer must not make any communication to third parties. These documents are not binding for us, their indications are approximate.