



## 1. VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1.1. The current terms and conditions are applicable to all the agreements between Team Industries Belgium Holding BV or its affiliates (hereinafter jointly referred to as "Team Industries") and its customers, except when special terms and conditions or agreements stipulate otherwise.

Both the general and special sales and delivery conditions of Team Industries are regarded as accepted by the customer, even when they are contrary to his or her own general or special purchasing conditions. The latter only have binding effect upon Team Industries when it explicitly accepted them in writing. The agreeing of Team Industries to the terms and conditions of the customer cannot, under any circumstances, be deducted from the fact that Team Industries has accepted the agreement without objecting to the clauses that refer to the general or special conditions or to any other similar terms set forth by the customer.

1.2. The designated person, the employee, the husband or wife, or any other designated family member of the customer represents him or her and is supposed to possess the necessary mandates to legally enter in agreements in his or her name.

## 2. OFFERS AND ORDERS

2.1. All the offers and price lists of Team Industries are free of obligations, are only of an informative nature and do not legally bind Team Industries. The prices of Team Industries can be changed without notice.

2.2. Every order commissioned by the customer is binding for him or her, but only legally binds Team Industries after the written confirmation thereof.

The agents, representatives, designated persons and employees of Team Industries do not have the right to legally enter in agreements on behalf of the company. Orders taken on by the persons mentioned above are only legally binding after the written confirmation thereof by a director of Team Industries or a person of Team Industries authorised to do so. Team Industries reserves the right to refuse orders for which it did not receive authorisation.

2.3. Team Industries cannot be held responsible for not executing an order due to circumstances beyond Team Industries' control, e.g. when the product is out of stock, delivery failure of Team Industries' suppliers, the destruction of goods due to accidents, strikes, fire, floods, etc. This enumeration is not restrictive. Team Industries is not obliged to prove the unforeseeable nature of the circumstance beyond Team Industries' control.

2.4. The prices mentioned are the prices for goods or services delivered at the manufacturing site of Team Industries or its affiliates. Costs, packing and taxes are not included in these prices. The transportation costs are at the customer's expense.

## 4. DELIVERY AND TERMS OF DELIVERY

4.1. The terms of delivery are only supplied on an informative base and consequently are not binding. Delays in the delivery can under no circumstances lead to penalties, compensation or rescission of the agreement.



Deviations from prior agreements are only allowed by means of an explicit and written agreement between the parties.

4.2. Team Industries reserves the right to make partial deliveries, which constitute partial sales. The partial delivery of an order cannot justify the refusal to pay for the delivered goods.

4.3. If in our opinion there is a deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfilment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order. Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice our other rights for damages and interests.

#### 5. TRANSFER OF PROPERTY AND RISKS

5.1. The delivered goods shall remain the property of Team Industries until paid for in full, including the costs, the interests and damages, should these occur.

5.2. The customer will under no circumstances have the delivered goods or material at his or her disposal if the payments described in article 5.1. are not paid in full. More specifically, will the customer not be able to transfer the ownership to third parties, to pledge or to encumber with no matter what privilege.

For delivered goods that are transferred to third parties, the retention of title applies to all claims, which the customer has on the acquirer of the goods. For delivered goods which are transformed into other goods, the retention of title applies to the goods recognisable and releasable out of the new goods. If the goods with retention of title are transformed with other goods not belonging to Team Industries, Team Industries will have the co-ownership of the new goods in the proportion of his share in the goods with retention of title, calculated on the total value of the new goods.

The customer will notify Team Industries if the goods or materials are placed on a location, which is rented by the customer and the customer will disclose the identity and address of the landlord.

The customer will notify Team Industries by means of a registered letter of any confiscation performed by third parties, under penalty of damages. The customer engages himself to provide Team Industries with the possibility of taking back the goods in its possession without any prior notification; and assumes all costs for the removal of the goods. The name of the new acquirer shall be communicated to Team Industries by means of a registered letter.

5.3. All sales are governed by the "Incoterms 1990". Unless otherwise stipulated, all deliveries shall be made "ex works". "Ex works implies that Team Industries does accomplish with is supply duty, if it keeps the goods at the disposal of the customer in its own stockroom. From the moment the goods are at the disposal of the customer, the risk for damage or loss of the goods passes to the customer. Team Industries can not be held liable for the loading or the customs



duties of the product. For deliveries to third parties, the responsibility solely resides with the customer.

The customer agrees to collect or accept the goods, not later than five days after he or she was informed of the fact that the goods are at his or her disposal.

## 6. COMPLAINTS

6.1. When damage, incompleteness, mistakes or any other visible flaws or non-conformity is involved, the customer shall refuse the goods or services or shall only partially accept the goods under reservation. The acceptance of the goods at the time of delivery implies "clean receipt" and covers all visible defects.

Every complaint regarding defects visible at the delivery has to be reported to Team Industries by means of registered letter, within three days of the delivery and with a reference to the number of the invoice, or in default, with a reference to the number of the shipment bill. After this period has expired, the complaint will not be taken into account any further.

The possible return of the goods will only be executed after a prior written confirmation by Team Industries. Only goods in good condition and in their original packing can be returned.

6.2. Claims for hidden defects can be considered only if the defects appear within a period of six months following delivery, and are notified to Team Industries by means of registered letter, within three days following their discovery. After this period has expired, the complaint will not be taken into account any further.

The possible return of the goods will only be executed after a prior written confirmation by Team Industries. Only goods in good condition and in their original packing can be returned.

6.3. Every complaint regarding the invoices of Team Industries has to be communicated to Team Industries by means of a registered letter within eight days of the delivery. In default thereof, they will be considered accepted, without any reservations.

6.4. A complaint can under no circumstances justify a suspension of payment.

## 7. WARRANTY OF THE DELIVERED GOODS - LIABILITY FOR DEFECTS

7.1. The warranty of the delivered goods is limited to the warranty granted by a manufacturer. Team Industries does not guarantee, under any circumstances, that the delivered goods will be able to meet the specific demands, characteristic of the activities of the user. The warranty is limited to the physical shortcomings in the material undercarriage.

The warranty is granted on the condition that the delivered goods are used in compliance with the use to which the products have been conceived, and if applicable with the specifications of the offer, or in default hereof, with the normal conditions as set forth in catalogues, notes and manuals which were put at the disposal of the user.

Under no circumstances, shall Team Industries be liable for defects caused by bad storage, abnormal or faulty use, faulty assembly, faulty maintenance or faulty repair by the customer (or



his clients, end-clients), by alterations carried out without Team Industries' consent in writing, or by transformation of the material due to climatological conditions. Team Industries' liability does not cover normal wear and tear.

7.2. The liability of Team Industries is limited to the reparation or replacement of the faulty parts and does not comprise the labour costs, nor the transportation costs, nor any other compensation for losses, which exclusively are at the expense of the customer.

Team Industries is under no circumstance obliged to pay any damages to the user or to third parties, in which explicitly is comprised a compensation for direct or indirect damage (e.g. resulting from damage or loss of data registered by the user) loss of profits, damage to goods or persons, for instance when the goods or materials were adapted or altered, if the guidelines of Team Industries or its representatives were not respected correctly, if the goods or materials were used or implemented in an inappropriate way, if the goods or materials were not used in accordance with their destiny or when the damage is the consequence of an error or carelessness of the user.

7.3. Team Industries shall not be liable for mere financial damages or for material damages to property with professional destination, caused by the goods while in the possession of the customer. Nor shall Team Industries refund the value of the damaged good, or be liable for the damage caused to the goods manufactured by the customer, or to products of which the customer's goods form a part.

If Team Industries incurs liability towards a third party for material or financial damage, the customer shall indemnify, defend and hold Team Industries harmless.

7.4. A possible through-sale of the delivered goods or materials by the customer cannot increase Team Industries' liability. The customer will safeguard Team Industries against all the consequences of the claims his or her own buyer could file against Team Industries and which would surpass the limitations of the claims the customer himself could file against Team Industries.

7.5. Save as stipulated in Clauses 7.1-7.4, Team Industries shall not be liable for defects. In case Team Industries is held liable as a consequence of the non-implementation or the faulty execution of the current Contract, both parties explicitly accept that the total amount of the compensations cannot exceed the amount equivalent to 10 % of the price.

This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of Team Industries' liability shall not apply if he has been guilty of Gross Negligence.

## 8. INTELLECTUAL RIGHTS TO THE PRODUCTS

8.1. When a user's licence is granted, the offered products remain the exclusive intellectual property of Team Industries. The user will under no circumstances transfer, hand over, pledge or loan the license, for free or in any other way. The user will keep the property notices of the company displayed on the software and the manuals, in good condition and will ensure that they remain confidential.



It is strictly forbidden for the customer to alter, copy, allow or stimulate the copying of our goods or components in any way whatsoever.

8.2. The customer agrees to inform Team Industries immediately whenever he becomes aware of a patent, which is infringed by the delivered goods. If a patent infringement is brought against the customer due to the offer, import, storage, sale and/or use of the goods of Team Industries, the customer shall immediately inform Team Industries in writing thereof, and allow her to take over the defence in the proceedings. If a final judgement holds the customer liable for patent infringement by the delivered goods, the damages which Team Industries may owe to the customer shall not exceed the amount equal to the sales price paid by the customer for the infringing goods delivered to him during the last six months preceding the summons.

Under no circumstances does Team Industries assume any liability for any extraordinary use or special application which the customer or a third person makes of the delivered goods and which may infringe patent rights or third parties. Moreover, Team Industries cannot be held liable for infringements by his goods of a patent which is unknown to him but of which the customer was aware.

## 9. TERMS OF PAYMENT

9.1. Every order by the customer is irrevocable, regardless of the fact if a down payment was done or not. The down payment paid by the customer is deducted from the order price.

9.2. All the invoices of Team Industries are to be paid at our registered office by wire transfer, according to time and conditions specified on the invoice. Unless otherwise determined, the payment must reach Team Industries within thirty days after the date of the invoice.

Any invoice or part thereof which is not paid on its due date shall automatically and without the necessity of a formal and prior notice, bear an annual interest of 15%, in addition to a fixed indemnification for administrative costs caused by recovery measures of an amount of 20% of the invoice amount, with a minimum of 150 Euro.

9.3. The non-payment of one of the invoices on the due date, the protest of a Bill of Exchange (even if it was not accepted), all applications for concordat, amicable or judicial, all applications for the postponement of payment, even unofficial, or any other fact which demonstrates the customer's inability to pay, makes the amount due of all the other invoices, even if they have not expired yet, immediately claimable, without the necessity of formal notice. In addition to that, Team Industries reserves the right in these cases to suspend all deliveries, without the necessity of formal notice or to take, with regard to the goods already shipped, any measures required to prevent the goods from coming into the possession of the Buyer and to secure her rights.

Team Industries is also entitled to require security for payment at its own discretion and satisfaction.

9.4. In case of a unilateral rescission by the customer, he or she will pay an indemnification to the minimum amount of 40% of the total amount. A higher indemnification can be demanded when the damages are higher than 40%.



#### 10. SOLIDARITY

When, on the demand of the customer, the invoice was drawn up on the name of a third party, the customer and that third party will jointly and severally be held liable for the implementation of the payment and other obligations that result from the general and special sales conditions.

#### 11. EXPRESSLY DISSOLVING CONDITION

The parties expressly agree that the conditions stipulated in this article form a dissolving condition.

In addition to its right to indemnification, Team Industries reserves the right to the rescission of this agreement without notification or indemnification, upon the failure to pay within one month following the due date one single invoice on the amount due, the protest of a Bill of Exchange (even if it was not accepted), all applications for concordat, amicable or judicial, all applications for postponement of payment, even unofficial, or any other fact which demonstrates the customer's inability to pay.

#### 12. EXCLUSIVE JURISDICTION AND APPLICABLE LAW

12.1. All disputes in relation to the current contract are the exclusive jurisdiction of the Ghent Courts of Law. These Courts of Law are expressly recognised and considered as the only competent jurisdictions.

12.2. Every dispute between the customer and Team Industries is exclusively subject to Belgian law.

#### 13. TRANSFER OF THE CONTRACT TO A THIRD PARTY

The transfer of the obligations of the Contract to a third party does not imply the termination of the contract. Team Industries is entitled to transfer its obligations of this Contract to any of its affiliates.