

1. Application

Unless the contrary is specifically agreed in writing, these General Terms and Conditions of Sale (further referred to as “the Conditions”) apply to any orders, order confirmations, contracts, quotations and/or (sale) transactions involving our company (further referred to as “the Company”), to the exclusion of any terms and conditions of purchase of the Buyer. The fact that the Buyer has received a confirmed sales order from the Company implies the irrevocable and unconditional acceptance of the Conditions.

All offerings on behalf of the Company shall be made free of obligations and the Buyer's order as well as the supplementary agreements shall only be binding on the Company in the event that the Company (1) has explicitly confirmed such in writing or (2) after commencement of performance with regard to the order.

The Company solely and explicitly reserves the right to amend, modify or otherwise alter the Conditions at any time. These Conditions are available on website of the Company <http://www.evalevoh.com/en/terms-and-conditions-of-sale.aspx>. Except for provisions in a framework agreement such as a distribution agreement or a supply agreement, if any, executed between the parties, the Company's order confirmation and these Conditions constitute the entire contract with the Buyer in respect of the sale of the goods and replace all previous communications, undertakings and commitments in respect of that sale. All sales and trade terms shall be interpreted in accordance with the latest INCOTERMS of the International Chamber of Commerce.

2. Delivery

Delivery is carried out in accordance with the standard specifications or the specifications agreed upon. The delivery times specified shall be non-binding and they shall be only given as an estimate. No delay in delivery may lead to the rescission of the sale or payment of damages to the Buyer. The Company shall be entitled to perform partial deliveries.

In case of variations between the agreed and the delivered quantities of goods of max. 1 %, The Company shall be entitled to invoice the agreed quantity thereby disregarding those variations.

3. Invoices, Prices and Payment

Unless otherwise agreed in writing, invoices shall be payable at the Company's seat, on the due date indicated, and in the currency as mentioned on the invoice, without deduction or discount. On changeover of the applicable currency to the Euro, the corresponding official reference sum shall apply instead of the agreed currency. In other respects, agreements shall be unaffected by the changeover. Bank charges for remittances to the Company, if any, shall be invoiced to the Buyer. To the extent that the Company accepts bills of exchange, discount and bank charges, if any, those shall be payable by the Buyer. The same applies to charges incurred in the clearance of shipping documents.

Any complaint regarding the invoices, in order to be valid, shall be formulated in detail by registered mail within three (3) days after receipt of the invoice. No ground, such as, eg, the filing of a complaint regarding the delivered goods, shall free the Buyer from its payment obligations.

An interest equal to 10% (ten per cent) per annum as from due date, *ipso jure* and without notice, shall be due in the event of any delay in the payment of the invoices. Any month having commenced shall be regarded as a full month. In accordance with article 1254 and further Belgian Civil Code, all payments shall firstly be used to compensate interests and costs. In case of total or partial non-payment of an invoice upon due date, the Buyer shall, *ipso jure* and without notice, owe an indemnity of 10 % of the amount remaining due. The Buyer irrevocably and unconditionally acknowledges that the non- or partial payment of invoices constitutes a contractual default. The Company will in that case – in accordance with article 1147 Belgian Civil Code – be entitled to charge such contractual and irreducible damages for administration expenses and commercial perturbations at of 10% of the outstanding amount. Moreover, the Company reserves the right to charge for any currency exchange losses.

In case an invoice is not paid in whole or in part upon due date, in case of justified doubts as to the Buyer's solvency or creditworthiness or in case the Buyer violates any of its other obligations under the agreement, the Company shall be entitled, *ipso jure* and without notice, to either postpone performance of all agreements with the Buyer and/or to demand advance payment for deliveries not yet made and/or to terminate all agreements concluded with the Buyer with immediate effect, without any judicial order being necessary, and/or to claim immediate payment of all debts, including those not yet due, notwithstanding any prior agreement and without prejudice to any other right to which the Company is entitled.

Failure to take immediate action against a contract breach by the Buyer shall in no case be considered a waiver by the Company to take action against this breach at a later point in time.

4. Force Majeure

The Company shall not be liable for any delay in the performance of or failure to perform our obligations under this agreement arising from any event beyond the Company's reasonable control, such as but not limited to unforeseen breakdowns, delayed deliveries or non-delivery by our own suppliers (including intra-group deliveries), shortage of labour, power or raw materials, strikes, lockouts, work interruptions or any other collective labour disputes; difficulties in providing means of transport, transport hold-ups, official restraint and any other event of force majeure, for the duration of and to the extent of impact of such hindrance. If as consequence of such hindrance delivery is delayed by more than one month, the Buyer, to the exclusion of all further claims, shall be entitled to withdraw from the contract in respect of the quantities affected by such delay. In such event no damages or compensations are due.

5. Complaints

The Buyer shall check that delivery material is of the contractually agreed quality. Complaints, in order to be valid, must be notified to the Company by registered mail: (a) in the event of non-conformity or visible defects, within seven (7) days of the Buyer's receipt of goods, (b) in the event of hidden defects, within seven (7) days after they have been discovered or reasonably should have been discovered, and in any event within [three(3)] months after the receipt of goods (under penalty of estoppel), such notification shall have to include the date of order and the invoice and delivery document numbers. The goods may not be returned without the Company's prior express and written acceptance. The Buyer remains fully liable for the loss of and damages to the rejected deliveries which will be stored at the warehouses of the Buyer, until the Company recovers the goods.

6. Warranty

Following the conclusion of the contract of sale (whatever the form), all risks concerning the goods are transferred to the Buyer. In accordance with article 11, the ownership shall only be transferred in case of full and final payment of the goods. In no event shall the Company be held liable for any visible or detectable defaults of the goods which the Buyer could have or should have noticed himself on the moment the goods were delivered in accordance with the agreed INCOTERMS or on the moment the goods were physically delivered to the Buyer in the event the Buyer was not entitled to inspect the goods sooner. To the latter end, the Buyer is required to produce proof that no previous inspection was possible. Also claims regarding the number of goods delivered, the packaging and all other detectable or visible aspects and circumstances, must be mentioned on one of the possibilities as mentioned within this paragraph. Any claim made on these grounds afterwards, will be automatically considered expired and void.

The Company cannot be held liable for the hidden defaults that were not known to the Company at the time of delivery. The Company is presumed not to have known the hidden defaults; it is up to the Buyer to demonstrate the contrary.

In the event that the Company would be liable for hidden defaults in accordance with article 1641 Belgian Civil Code, the Buyer can opt to replace the unused defective goods on condition that the original packaging of the unused goods is unopened.

The total liability of the Company shall always be limited to the price paid by the Buyer for the goods concerned.

The Company shall only be liable for material damage resulting from its own material gross negligence or gross or intentional fault. The Company shall not be liable for mere negligence or fault, the misrepresentation or negligence from executing agents or the Buyer; nor for any indirect or consequential damages, general or specific, of whatever nature, resulting from any negligence or fault, suffered by the Buyer. We disclaim any warranty (express or implied) of merchantability or fitness for a particular purpose.

The Buyer shall be obliged to commence proceedings no later than 2 months after the assessment that the goods have hidden defaults, after which any claim towards the Company will be under penalty of estoppel as well an expired and void claim.

7. Safety

The Buyer shall comply with the Company's material safety data sheet specific to the product in question when storing and processing the goods and, if selling on the goods, to pass on the corresponding data to the purchaser. Current safety data sheets are freely available at the Company's Customer Service and/or on our website <http://www.eval.eu/en/datasheets/material-safety-datasheet.aspx>

8. Packaging

Non-returnable packaging shall be disposed of by the Buyer at his own cost. If such packaging is reused, product markings and company markings on the packaging shall be obliterated.

9. Trademarks

Trademarks in connection with the delivered goods may only be used by the Buyer with the trademark owner's express written consent.

10. Business Information

Any reference by the Buyer to its existing business relations with the Company for e.g. publicity purposes shall be subject to the Company's express and written approval.

11. Retention of title

The Company retains the title of the goods supplied as security for all unpaid invoices and/or claims against the Buyer resulting out of present and future business relations with the Buyer.

Ownership of the goods shall only be transferred after full payment of all invoices.

If the Buyer processes the goods that are subject to the Company's reservation of title into new forms, the Company's proprietary rights shall extend to such new forms.

If the goods supplied are processed, combined or mixed with materials now owned by the Company, the Company shall acquire co-ownership proportionate to the invoice value of the goods subject to the Company's reservation of title relative to the invoice values of the other materials.

The Buyer assigns to the Company all of his claims arising from the sale of the goods that are subject to the Company's reservation of title pursuant to paragraphs 1 hereof. If goods co-owned by the Company are sold, the assignment of the said claim is limited to the portion of the co-owned goods that belongs to the Company.

If such goods are processed under a contract for work and services, the Buyer assigns to the Company, such amount of his respective remuneration as equals the Company's invoice amount of the goods that are subject to the Company's reservation of title.

Transfer of ownership by way of security and the pledging and assignment of claims including the sale of claims may be carried out by the Buyer with the Company's prior written consent only.

The taking-back of goods that are subject to the Company's reservation of title constitutes a withdrawal from contract only if such taking-back is expressly declared by the Company in writing as a withdrawal.

12. Separability

If any clause of the Conditions is declared invalid or unenforceable by any court of competent jurisdiction, or to be invalid under, the laws or regulations of any political body having jurisdiction over this subject matter, such provision shall be deemed deleted and the remaining provisions shall remain in full force and effect. In such a case, Parties shall replace such unenforceable provision with a valid provision, having similar economic effect.

13. Jurisdiction and applicable law

Any dispute concerning the validity, interpretation, enforcement, performance or termination of the Conditions and/or agreement between the Buyer and the Company shall be assessed in accordance with Belgian law and in accordance with the latest INCOTERMS, without giving effect to any other choice-of-law or conflict-in laws rules or provisions (foreign or international), including the UN Convention on the International Sale of Goods (1980) (“Vienna Convention”) (if applicable), that would cause the laws of any jurisdiction other than Belgium to be applicable.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of the Conditions and/or agreement between the Buyer and the Company shall be subject to the jurisdiction of the courts of Antwerp, undiminished the sole and exclusive right of the Company to initiate proceedings under the jurisdiction of the courts mentioned in article 624, 1°, 2° and 4° Belgian Judicial Code. Language of proceedings will always be English.