

ALTERFACE S.A.
GENERAL PURCHASE TERMS AND CONDITIONS

1. ORDERS

1.1. Unless otherwise provided in a written agreement signed by Alterface S.A. (hereinafter referred to as “the Purchaser”), these terms and conditions shall apply to any order for materials, equipment, or the provision of services of any kind (hereinafter referred to as “Products”) issued by the Purchaser. Notwithstanding any provision inconsistent with these general terms and conditions of sale, the Seller acknowledges that its acceptance of the purchase order constitutes (1) express waiver by the Seller of all of its terms and conditions of sale; and (2) express acceptance of these terms and conditions.

1.2. An order shall be deemed final and a contractual obligation upon receipt by the Purchaser of a written document or electronic message of the acknowledgment of receipt by the Seller within ten (10) days after the date of the order. The Purchaser shall have the right to terminate the order, without penalty, if the acknowledgment of receipt has not been returned to the Purchaser within five (5) days after the date of the order. Any provision in the acknowledgment of receipt of the order which modifies, amends, or conflicts with any of these General Terms and Conditions of Sale shall be deemed to be null and void.

1.3. Any order marked “price to be indicated” shall be valid only when the Purchaser has accepted the “price to be indicated” in writing.

2. PRICE, BILLING AND PAYMENT

2.1. The applicable price is the price referred to in the order or the price that results from the price calculation formulas indicated in the order. The price is always indicated as a firm price and shall not be revised, indexed, or adjusted based on currency fluctuations. Unless otherwise provided, the price includes packaging costs, transportation, and various taxes and any other cost, risk, or charge related to the completion of the order. No additional cost of any kind shall be authorized without a prior written agreement by the Purchaser specifically indicated on the purchase order.

2.2. The Seller shall bill the Purchaser in accordance with the billing schedule set forth in the order. Invoices shall contain the number or reference of the order, the quantities and the description of the Products supplied, the date and reference number of the delivery slip and the detailed prices, and shall be accompanied by any necessary reference document. Unless otherwise provided in the order, the Seller shall issue one invoice per purchase order unless a different billing address is indicated. Invoices that are not in accordance with the provisions set forth above shall be deemed invalid by the Purchaser and shall be returned to the Seller.

2.3. Unless otherwise indicated in the order, invoices shall be payable within sixty (60) days from the end of the month of the billing date.

3. PACKAGING AND DELIVERY

3.1. Unless the Purchaser requires specific packaging in the order, the Seller shall deliver the Products in an appropriate package, taking into account the nature of the Products and the precautions to be taken in order to protect the Products against adverse weather, corrosion, loading accidents, transportation and storage constraints, vibrations or shocks, etc. In any case, the Products shall be sealed, packaged, marked, and in general prepared for shipping (i) in accordance with commercial practices, (ii) acceptable by transporters for shipping at the lowest cost, and (iii) adapted in order to ensure the arrival in good condition of the Products to their destination. **3.1.1.** In the event that the Seller must make specific packaging, such packaging shall be made at its expense in accordance with the corresponding instructions by the Purchaser.

3.2. The Seller shall mark all packages and containers with all necessary instructions for lifting, handling, and transportation, by identifying and clearly marking articles that require special handling, storage and/or specific transportation conditions, and by indicating the precautions to be taken. The Seller shall label each package and container with transportation information, order numbers, shipping date, and the respective names and addresses of the shipper or consignor.

3.3. The Seller shall be deemed to be solely liable for any damage to the Products, or for any additional expenditure due to incorrect or inappropriate packaging, marking, or labeling, unless the damage or expenditures are the result of specific instructions for packaging, marking, or labeling provided in writing by the Purchaser.

3.4. When Products are delivered, the Seller shall send to the Purchaser, at the time of shipment, two copies of a delivery slip indicating: (i) the date and complete reference number of the purchase order; (ii) the full address of the respective warehouses of the shipper and the consignor; (iii) a detailed description of the Products; (iv) the total number of packages in the shipment; (v) the identification of the gross and net weight of each package; (vi) the means of transportation; and (vii) the shipping date. Approval and acceptance of the delivery shall only be by an authorized signature by a representative of the Purchaser on the delivery slip for the Seller.

3.5. The delivery method and the respective obligations of the Parties shall be indicated in the order, subject to Incoterms 2000. Unless otherwise indicated, transportation of Products shall be at the risk and expense of the

Seller. **3.5.1.** In any case, the Seller shall provide appropriate insurance covering the Products up to their arrival at the premises of the Purchaser or any other destination approved by the Purchaser.

4. DELIVERY TIMES AND DELAYS

4.1. Delivery times and dates are indicated in the order. **4.1.1.** Acceptance by the Seller of the order constitutes its irrevocable obligation to comply with the delivery times and dates indicated in the order.

4.2 The delivery times and dates indicated in the order are essential provisions and shall not be changed without a written agreement signed by both parties. **4.2.1.** Early deliveries are not authorized unless by prior written agreement by the Purchaser. In any case, the Seller shall not be entitled to any bonus for early delivery. **4.2.2.** The Seller shall inform the Purchaser as soon as possible in writing of the detailed circumstances of any event that may delay the completion of the order, however, this shall not enable the Seller to make any claim to an extension of the delivery time. The Seller shall make every reasonable effort to minimize delivery delays and the consequences of such delays. Except in the event of force Majeure, the Purchaser shall be entitled to terminate the order without enabling the Seller to claim any indemnity or compensation and without prejudice to the rights of the Purchaser to claim compensation for damages, losses or injuries sustained due to the delay if: (i) the expected delivery took place too late in relation to its requirements; or (ii) if advance written notice of any delay was not given by the Seller.

5. CHANGES AND SUBSTITUTIONS

5.1. The Purchaser shall have the right to change the order, however, such change shall not nullify or invalidate the order in any manner. The Seller shall then inform the Purchaser as soon as possible of any change in the price or schedule resulting from the changes requested by the Purchaser and such change shall be approved in writing by the Parties in an amendment to the order or in a new order signed by both Parties.

5.2. The Seller is not authorized to make or propose any change or substitution of supplies or delivery of non-conforming Products without the prior written agreement of the Purchaser.

6. EXECUTION, INSPECTION, AND REJECTION OF PRODUCTS

6.1. The Seller acknowledges that during the execution of the order, the Purchaser may have access to the premises of the Seller in order to monitor manufacturing processes or to give special instructions, and to inspect and/or test the Products ordered, by using the testing and inspection methods of the establishments of the Seller. The conditions and procedures for such inspections shall be approved in advance by the Parties. This inspection shall not have the effect of limiting the liabilities of the Seller to the Purchaser.

6.2. Without prejudice to the right set forth in Article 3.4, the Purchaser shall have the right to reject Products that do not conform to the order, to the specifications, or to prior indications. The rejection of Products shall be notified to the Seller as soon as possible by registered letter, fax, telex, or electronic message confirmed by registered letter. The Seller shall take the delivered and rejected Products back at its own expense within ten (10) business days from the date of receipt of the notification of rejection. At the end of ten (10) days, the Purchaser shall return the Products to the Seller at the expense of the Seller. **6.2.1.** Any early payment which allows a discount to be obtained for cash payment shall not constitute acceptance of Products by the Purchaser. **6.2.2.** Non-rejection of Products shall not be invoked in order to limit the warranties set forth in Article 9 below.

7. EXCESS PRODUCTS

7.1. The Purchaser agrees to pay only for Products or quantities ordered, subject to the provisions of Article 5. Any difference or surplus shall be held at the risk and expense of the Seller for a period no longer than ten (10) days from the date of delivery. If, upon expiration of this period, the Seller has not taken back the Products or sent instructions for shipment at its expense, the Purchaser shall return the excess Products to the Seller at the risk and expense of the Seller.

7.2. The Seller agrees that the Purchaser may decide, in its sole discretion, to purchase all or part of the surplus in accordance with the conditions set forth on the purchase order and these General Terms and Conditions of Sale.

8. TRANSFER OF RISKS AND OWNERSHIP

8.1. Unless otherwise provided by the Parties, the transfer of ownership shall be effective upon delivery, after signature of the delivery slip, of the Products at the premises of the Purchaser or at any other place agreed upon by the Parties. **8.1.1.** Any clause reserving ownership by the Seller shall be deemed null and void.

8.2. The transfer of risks shall be made in accordance with the Incoterm 2000 applicable to the order. If no Incoterm 2000 is applicable, or in the absence of any indication, the risks shall be transferred at the same time that ownership is transferred.

9. WARRANTIES

9.1. Unless otherwise provided by the Parties, the Seller warrants for a period of twelve (12) months, that the Products supplied: (i) are in compliance with all specifications, diagrams, design plans and other data of the Seller (regardless of the format) or supplied by the Purchaser and approved by the Seller or jointly accepted by the Parties in writing, and with all of the indications referenced on the purchase order; (ii) are manufactured with care and are free of any design, manufacturing, or operating defect; (iii) are of merchantable quality. It is understood that it is the responsibility of the Seller to supply all parts necessary for the proper functioning of operations, including when such parts are not expressly ordered by the Purchaser.

9.2. During the term of the warranty, the Purchaser shall notify the Seller in writing of any defect or malfunction of the Products and the Seller shall, as soon as possible and at its expense, either replace or repair the Products, or correct the defect or malfunction. 9.2.1. The Seller shall agree to a new warranty period of twelve (12) months after each replacement, repair, or correction made during the term of the warranty from the date when the replacement, repair, or correction is satisfactory and successfully completed.

9.3. If the Seller does not meet its obligation to replace or repair Products or to correct any defect or malfunction, the Purchaser shall be entitled, at its sole discretion: (i) to make the replacement, repair, or correction itself and at the sole expense of the Seller; (ii) to have the replacement, repair, or correction made by a third party at the sole expense of the Seller; or (iii) to obtain from the Seller full reimbursement of the purchase price of defective or malfunctioning Product.

9.4. The Seller acknowledges that the warranties indicated above are in addition to legal warranties and those expressly made by the Seller, in addition to those provided herein, and to any other warranty, express or implied, applicable to the corresponding order. These warranties shall remain valid notwithstanding any inspection, test, acceptance, or payment made by the Purchaser or any termination or agreement by the Purchaser related to orders.

10. INTELLECTUAL OR INDUSTRIAL PROPERTY

10.1. The Seller warrants that the Products supplied do not infringe any patent, license right, right to designs and models, copyright, trademark right, or any other intellectual or industrial property right of any third party. The Seller certifies that it is the owner of all rights to use, manufacture, and sell the Products and that the Purchaser will have the right to use and resell the Products.

10.2. The Seller agrees to defend the Purchaser against any claim or action for infringement of intellectual or industrial property rights owned by any third party, and to pay all expenses incurred by the Purchaser for its defense against any claim or action, including a reasonable amount covering attorney's fees, and to indemnify the Purchaser against any damage, loss, or harm sustained by the Purchaser arising directly or indirectly from such claim or action.

11. OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

11.1. Any diagram, plan, data, equipment, music, sound, image, video, software, or any other material, service and/or information: (i) supplied by the Purchaser; or (ii) supplied by the Seller but paid for by the Purchaser as a part of the price of the Products, shall be considered to be confidential information. Such information shall be owned exclusively by the Purchaser. In any case, in addition to the finished product itself, the Seller shall supply to the Purchaser the media files, source codes, international versions, models, systems and methods underlying the Products which permit their use and full and complete exploitation.

11.2. The Seller agrees to consider as strictly confidential any material and/or information owned by the Purchaser disclosed to meet the requirements of this agreement, and to prevent any communication or disclosure of the material or information to any third party without the prior written agreement of the Purchaser.

11.3. No written or oral communication or publication concerning the order or its contents shall be made without the prior written consent of the Purchaser.

12. TERMINATION

12.1. The Purchaser shall have the right to terminate any order by registered letter with acknowledgment of receipt, and shall not be liable to pay any compensation or penalty to the Seller; (a) prior to receipt of the acknowledgment of receipt of the order in accordance with clause 1.2 above; or (b) if any of the following events occurs: (i) the Seller does not perform its obligation to deliver Products (or to perform any service) within the time periods set forth in the order, and the delay lasts for more than one (1) week without prior approval by the Purchaser; (ii) the Seller does not perform its warranty obligations; (iii) the Seller unreasonably refuses to consent to changes in the order, as set forth in Article 5 above; (iv) the Seller does not perform any of its obligations arising from these General Terms and Conditions of Sale, or from any agreement between the Parties which applies to the order, without remedying such nonperformance within ten (10) days after receipt of written notification from the Purchaser indicating that the Seller has not performed its obligations; (v) in the event of the opening of a judicial restructuring or liquidation against the Seller; or (vi) an event of force majeure, as defined in section 14 below, which causes delivery to be delayed for more than three (3) months.

12.2. In addition, subject to the provisions of clause 12.2.1. below and, unless otherwise provided by the Parties, the Purchaser reserves the right to terminate at any time all or part of the order by registered letter with acknowledgment of receipt, without prior justification. Upon receipt of the termination of the order, the Seller shall stop all work started in relation with such order, shall not issue any other order, and shall not accept any obligation concerning the supplies or services used to perform the work, and shall make its best efforts to minimize costs and losses arising from the termination. 12.2.1. In the event of a termination in the absence of fault of the Seller, the Seller may claim compensation, the amount of which shall be fixed by mutual agreement of the Parties, taking into account the date of the termination, the work completed, and the costs and expenditures incurred by the Seller for the terminated order, as well as the possibilities of sale of the Products to other customers.

13. LIABILITY AND INSURANCE

13.1. The Seller shall be exclusively liable to the Purchaser and to third parties for any property damage or other physical damage, loss or injury resulting from performance by the Seller, its employees, agents, or subcontractors of the obligations of the Seller pursuant to the order.

13.2. The Seller shall carry all insurance policies as appropriate to cover the consequences of its liability which, in accordance with Article 13.1 above, might be incurred in relation to the Purchaser, and hereby agrees to defend and indemnify the Purchaser against any damage and other consequences of the liability of the Purchaser.

14. FORCE MAJEURE

The Parties shall not be held responsible for any delay or failure to perform their obligations resulting from any event or circumstance that is unforeseeable, unavoidable, and outside of their control, such as, but not limited to, accidents, Acts of State, earthquakes, fires, floods, labor conflicts, riots, civil wars, wars (declared or undeclared), governmental measures, etc. The party involved shall send a written notification stating the delay and the cause of the delay to the other Party as soon as possible after it has knowledge of the cause of the delay in question.

15. APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

The applicable law is Belgian law. In the event of a dispute, and in the absence of an amicable settlement, the sole competent jurisdiction is the court of the district of Nivelles (Belgium). The Vienna Convention of 1980 on the international sale of goods is not applicable.

16 GENERAL PROVISIONS

16.1. Partial Invalidity. If one or more provisions of this agreement are found to be invalid, illegal or inapplicable for any reason to any matter, such provisions shall be deemed null and void without affecting the other provisions of this agreement.

16.2. Compliance with laws and regulations. The Seller certifies that it has knowledge of, and complies in every respect with, the laws, decrees, and regulations issued by any local or other authority, and with any rule or regulation issued by private or public organizations related to its activity within the scope of performance of the order. The Seller shall bear all financial and administrative consequences incurred by the Purchaser specifically as a result of breach by the Seller, its employees, subcontractors or suppliers of the provisions of the laws, decrees, regulations, and other legal provisions referred to above.

16.3. Waiver of Breach. The waiver of breach of contract by the Purchaser with respect to the failure of the Seller to perform any of the General Terms and Conditions of Sale shall not extend to any subsequent nonperformance. The failure of the Purchaser to enforce compliance with any of these terms and conditions shall not constitute in any manner a waiver of these terms and conditions and shall not affect the right of the Purchaser to subsequently enforce compliance.

16.4. Subcontracting. The Seller may not, without the prior written consent of the Purchaser, subcontract directly or indirectly at any level the performance of all or part of the order. The Seller shall defend and indemnify the Purchaser against any claim by its own contractors and/or suppliers.

16.5. Assignment. The order may not be assigned without the prior written agreement of the Purchaser, except for assignments to any subsidiary, company affiliated with either Party, or legal entity created from the merger of either Party, or purchaser of the business assets of either Party.
