



GENERAL TERMS & CONDITIONS OF SALES AND SERVICE

1. General

1.1. These general conditions of sale shall apply to all purchase orders, works and services, made with Analis SA, hereinafter referred to as "the Vendor".

The Buyer or any customer of a service are hereinafter referred to as "the Purchaser".

1.2. Any order automatically implies the prior and unconditional acceptance of these terms and conditions and, if necessary, any special conditions specified at the time of the offer.

The application of these Terms & Conditions is a key requirement of the consent of the Seller.

1.3. Clauses in correspondence or other documents issued by the Purchaser that would be in conflict with these Terms and Conditions shall be valid only if they are expressly accepted in writing by the Vendor.

1.4. In the event that a section of these Terms and Conditions be declared void or unenforceable, such invalidity shall not affect the other provisions of these terms and conditions.

1.5. These terms may never be construed against the Vendor.

1.6. The translation of these terms and conditions has been performed for the comfort of the Purchaser. In case of dispute, the French version shall prevail over any other language version.

2. Price

2.1. Unless otherwise mentioned in the Vendor's offers and / or order confirmations, the prices are in € and are net, excluding VAT and other present or future taxes, of any nature whatsoever, which shall be borne by the Purchaser.

2.2. Prices and shipping charges are based on the particular economic conditions existing at the time of the offer, on the suppliers' pricing, on currency exchange rates and on the rate of import charges in Belgium.

They are subject to change without notice, depending on variations of these elements, whatever the cause.

2.3. Handling and shipping costs shall be charged for all orders. These costs will be determined on a case by case basis for each order, according to its particular terms. In the event of the Vendor deciding to divide the delivery of an order into several parts, the handling and shipping costs shall only be charged once. But when the Purchaser requests a divided delivery, these costs will be multiplied. The same shall apply in the event of the Purchaser requiring the goods to be delivered by other means of transportation such as express mail or courier delivery.



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2.4. Administrative costs of 40 € excl. VAT shall be charged for orders totalling less than 400 € excluding VAT

2.5. Deliveries do not include unpacking, installation and commissioning of the goods. These various interventions are billable services.

3. Times

Delivery times quoted in the Vendor's offers and order confirmations are given for information purposes only and shall not result in its liability.

The Vendor shall therefore in no event be liable for any delay or failure to deliver on the understanding that the Vendor shall make every reasonable effort to meet deadlines. Late delivery shall in no case give the Purchaser the right to claim a penalty, to refuse to pay all or part of the invoice, or to cancel the order.

4. Transfer of ownership

4.1. The Vendor shall retain ownership of the delivered goods until full payment of the amounts owed by the Purchaser as a result of its deliveries. The goods delivered as part of the Purchaser's stock must therefore be handled as if they were deposited with the latter, especially as regards the risks to be covered by insurance.

4.2. The Vendor can immediately and at the Purchaser's expense, take back all goods, whether transformed or not, under the retention of ownership clause if an invoice has not been paid in whole or in part when due.

4.3. The Vendor reserves the right to file a complaint for breach of trust (Section 491 of the Penal Code) against any Purchaser who transfers, whether for free or for a consideration, the goods to which are attached the above-mentioned retention of ownership clause to a third party.

5. Delivery and / or receipt on the Vendor's premises

5.1. The Vendor shall handle the shipment of orders by the means it shall determine, unless otherwise agreed with the Purchaser.

5.2. Shipping orders may be delayed up to 15 days after notification of availability to allow any Purchaser who has expressed the desire to proceed with the reception of the goods at the Vendor's premises in the special conditions of their order, and at their own cost.

Storage costs shall be charged to the Purchaser beyond 15 days from the date of notification of availability.

5.3. The liability for the costs of any inspection, by a third party either designated by the Purchaser or not, shall be determined by the specific conditions of each order.



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6. Transport and risks associated therewith

6.1. All risks shall be borne by the Purchaser upon removal of the goods from the Vendor's premises, or notification by the latter of availability (Article 5.2) whether the Purchaser performs the transportation or entrusts it to a third party of its choice.

In the event of the transportation being performed by the Purchaser or of the goods being made available to the Purchaser, the products sold must be checked and verified by the Purchaser before shipment. If the Buyer shall not make use of this option, the shipping shall be construed to signify acceptance.

6.2. If transportation is performed by the Vendor, or a third party of its choice, the responsibility for the items sold, and the procedure to follow in case of loss due to transport, shall be defined by national and / or international legislation and / or agreements on international road, rail, sea and air transport contracts in force at the beginning of transport.

In case of delivery performed by the Vendor, the Purchaser shall inspect the goods at the latest at the time when they take possession of such goods. The Purchaser shall verify that the goods correspond to the order and shall inspect the goods and packaging for any apparent defects. In the event that a problem, of whatever type, is discovered, the Purchaser must inform the Vendor immediately and no later than 48 hours after delivery. Any subsequent complaint regarding visible defects shall be inadmissible; this clause shall be expressly accepted by the Purchaser.

The implementation of goods implies full acceptance.

6.3. In case of damages inherent to transport performed by the Vendor, the Purchaser shall be required to submit their statement within 48 hours of the goods' arrival at their destination to the Vendor if they are the carrier, or to the third party carrier designated and paid by the Vendor.

6.4. Items sold are deemed to be accepted initially in the event of receipt of the goods at the Vendor's premises and / or in the event of direct delivery by one of the Vendor's suppliers to the Purchaser.

7. Claim concerning the goods - return of goods

7.1. The articles' characteristics, as well as all information concerning weight, size, power consumption, performance, etc... are included for information purposes only in the descriptions in the offers and / or the catalogues and documentation accompanying the offers.

They are to be considered approximate and may not give rise to any claim for non-compliance.

7.2. A claim may relate only to the non-conformity of the product or service sold with the requirements of the contract.

7.3. To be receivable, claims concerning hidden defects must be submitted to the Vendor no later than seven days after delivery.



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7.4. The Vendor shall only accept the return of goods with prior written consent within seven days of the date of receipt by the Purchaser.

Items must always be returned in their original packaging, unused. However, "cold or frozen" products shall in no case be taken back because of the loss of control over the cold chain.

A restocking fee equivalent to 10% of the value of the goods shall be charged with a minimum of 100 €.

Returns shall be made at the expense and risk of the Purchaser.

7.5. No claims shall be accepted when a failure is caused by misuse or poor maintenance or if the equipment has been serviced, modified, repaired or even partially disassembled by persons not authorized to do so by the Vendor. The same shall apply if the equipment has been used in an environment not meeting the specifications (temperature, humidity, corrosive or dusty environment, voltage variations, etc.).

7.6. In the event that a claim is found to be founded by the Vendor, the Vendor's liability shall be limited to taking care of the elimination of the defect, excluding any damages whatsoever.

7.7. The fact of lodging a complaint, even if it is admissible, does not authorize the Purchaser to delay or refuse payment of the total amount of the invoice when it is due.

8. Payment Terms

8.1. General

8.1.1 Unless otherwise agreed, the Vendor's invoices shall be payable in cash, net without any discount or deduction.

Accepting payment by bill or other negotiable instruments shall not be construed as a waiver by the Vendor of the principle of cash payment.

8.1.2. Bank charges of any kind shall be borne by the Purchaser.

8.1.3. Paying invoices to a representative or agent of Vendor does not extinguish the Purchaser's debt with regard to the Vendor, except payment by crossed check payable to the Vendor.

8.1.4. The Vendor reserves the right to require at any time (especially in the case where it has granted an extension of the payment deadline to the Purchaser) guarantees and collateral which shall serve to ensure the proper performance of the Purchaser's obligations and to take any precautionary measures it deems appropriate.

Failing such guarantees, any order may be suspended or terminated without compensation by the Vendor, either in whole or for the remainder to be performed.

8.1.5. No deduction shall be allowed which is not justified by a credit note or a prior agreement.



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8.2. Advance payments

8.2.1. For new customers in Belgium and Luxembourg, all orders for equipment exceeding 12,000 € excluding VAT shall be dependent on the payment of a deposit of 30% of the order.

Advance payment of the full amount of the order is required for new customers from countries other than Belgium and Luxembourg.

8.3. Non payment - late payment (even partial)

8.3.1. Subject to the application of the 2 August 2002 Act on combating late payments in commercial transactions, the amounts not received by the due date shall incur interest of 1.5% per month or fraction of a month for which payment is late, without any notice being required.

Such interest shall be calculated and charged after receipt of full payment of the principal amount, according to the date of receipt of the full amount.

The date on the invoice shall be considered to be the date of dispatch.

8.3.2. In addition, in the event of non-payment of an invoice within 15 days of the notice sent by registered letter, the Purchaser shall be required to pay an indemnity equal to 10% of the unpaid invoiced amount, without the Vendor having to prove any damages, and such indemnity may not amount to less than 50 €

In this same case, the Vendor may choose to apply this penalty clause or the termination clause provided below.

8.3.3. In the event that the Vendor is obliged to resort to forced recovery of the debt, the Purchaser shall be liable to pay a lump sum of € 30 for administrative expenses, in addition to legal fees and extra judicial collection costs which shall be borne in full by the Purchaser.

8.3.4. In the event of checks, wire transfers or bills of exchange or other negotiable instruments not being honoured, the costs incurred shall be borne by the Purchaser.

8.3.5. The Purchaser shall lose the benefits of a possible discount or of payment facilities.

8.3.6. Non-payment at maturity of a single invoice shall immediately and automatically make the payment of the balance of all invoices due by the Purchaser obligatory, even those which are not due.

8.3.7. In case of late payment, the Vendor is entitled to cancel or suspend any delivery or all other orders.

8.4. Disputing invoices

Invoices must be disputed within 7 days from the date of receipt of the invoice. The invoice shall be deemed to be received within 3 days of the date indicated thereon. If the invoice is not disputed within the specified period, the dispute may not be considered valid.



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For the dispute to be admissible, it must be detailed and sent by registered letter to the Vendor.

9. Termination of the contract

9.1. In case Purchaser's failure to comply with a general and / or special clause of the contract, including non-payment of an invoice by the due date, or in the event of serious concerns regarding the Purchaser's solvency, the contract may be cancelled by operation of law 15 days after a letter of notice has been sent by registered letter.

9.2. Under the same assumptions, and with the same formality, the Vendor reserves the right to terminate any contract or agreement concluded with the Purchaser.

9.3. The termination shall be effected without prejudice to the Vendor's right to claim damages if it so chooses.

10. Cancellation of orders by the Purchaser

10.1. In the event of the cancellation of an order by the Purchaser, without no fault attributable to the Vendor, the latter may, at any time, and notwithstanding the conditions of return of goods under Article 7 above, claim compensation equivalent to the costs incurred (including administrative costs, handling costs, depreciation of the goods, ...) with a minimum of 60% of the value of the goods.

10.2. This compensation shall be increased to 100% of the agreed total value in the case of a single and special order made by the Purchaser and including the goods that are not part of the Vendor's usual sales program.

11. Liability

The Vendor shall not be liable for damages resulting from the use or misuse of the goods delivered by the Purchaser.

Generally, the Vendor cannot be held liable for damages, of whatsoever nature, suffered by the Purchaser or a third party, directly or indirectly related to goods sold by the Vendor.

12. Force majeure

In cases of force majeure, whether regarding production or shipment, the performance of the agreement shall be suspended as long as the case of force majeure makes it impossible for the Vendor to perform the agreement; the Purchaser may then not claim any compensation from the Vendor.

Force majeure shall also be presumed due to supplier's failure to comply, for whatever reason.



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13. Applicable law - jurisdiction

13.1. It is agreed between the Purchaser and the Vendor that only Belgian law shall be applicable and, where appropriate, national and / or international conventions on transport contracts under Article 6.2. above.

However, in accordance with Article 6 of the United Nations Convention on International Agreements on Goods of 11 April 1980, the application of this treaty is expressly excluded.

13.2. In the event of disputes, the competent courts shall be those of the district of one of the Vendor's registered offices in Belgium.

The Vendor shall however remain free to initiate proceedings in the competent court of the residence / registered office of the Purchaser.