

TERMS AND CONDITIONS OF SALE

1. Scope

1.1. Except otherwise agreed in writing, these Terms and Conditions shall exclusively apply to all deliveries of products by FIXATTI NV (hereinafter referred to as FIXATTI) and shall prevail over any differing term or condition of the buyer, who accepts these terms and conditions as of placing its order by FIXATTI, or any other third party, even in the event the latter were not explicitly contested by FIXATTI.

1.2. Any condition other than these Terms and Conditions as well as any deviation from these Terms and Conditions is valid only, even if it was communicated by an official representative of FIXATTI, if explicitly accepted in writing and to the extent as indicated by FIXATTI.

2. Price

2.1. FIXATTI's price list is not binding and FIXATTI is free to modify its price list from time to time. Prices offered by FIXATTI are binding for confirmed orders and for quotations until their end date and volume.

2.2. All prices mentioned in the price list and offers are exclusive VAT and all other taxes.

2.3. Except otherwise specified in writing in the quotation or the order, all prices mentioned in the price list or quotations are prices FCA Nazareth (Belgium) and per full pallet. For orders and deliveries of less than full pallet size, extra charges will be added to the product unit price. The applicable extra charges are available on www.fixatti.com and can be requested for by e-mail to sales@FIXATTI.com.

3. Delivery and risk transfer

3.1. All delivery dates as mentioned on the order confirmation are for informative purposes only and shall not be deemed to be an obligation of FIXATTI.

The exceeding of the delivery date does not grant the buyer any right to indemnification, nor can it lead to dissolution of the agreement.

FIXATTI shall never be liable for any late delivery caused by force majeure as defined hereinafter in section 4.

3.2. Except otherwise agreed in writing, the delivery shall take place FCA at the premises of FIXATTI, Venecoweg 23, 9810 Nazareth (Belgium). The buyer thus bears the risk and costs of loading and transport as from the premises of FIXATTI to the final destination.

The products are deemed to be duly received and accepted by the buyer as from delivery FCA Nazareth (Belgium) to the buyer or the transport firm appointed by the buyer.

3.3. Upon request of the buyer, FIXATTI can send the products at the cost and risk of the buyer. In that event, FIXATTI is free to choose the transport firm it deems appropriate for this purpose.

3.4. The buyer or the transport firm appointed by the buyer shall collect the ordered products at the agreed delivery date as mentioned on the order confirmation of FIXATTI.

Per week delay as from expiry of this delivery date, a lump sum indemnification of 1% of the total invoice amount is due except if this delay has been agreed upon by FIXATTI

in writing. In the event the products are not (all) collected by the buyer after expiry of one month as from the delivery date, FIXATTI shall have the right to resolve the agreement unilaterally as well as to claim a lump sum indemnification of 15 % of the total invoice amount of the non-collected products, subject to an increase if the actual damage suffered is higher.

4. Force Majeure

4.1. FIXATTI can claim Force Majeure in case it is unable to carry out any of its obligations under these Terms and Conditions due to any event or circumstance which is beyond its reasonable control, such as - but not limited to - fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal restrictions, riots, insurrections, governmental regulations, telecommunication problems, default of its suppliers or the unavailability of means of transportation.

4.2. In such event, FIXATTI reserves the right to suspend its obligations for as long as the situation of Force Majeure continues or, in case the Force Majeure lasts for more than 3 months, to resolve the agreement *ipso jure* and without indemnification.

5. Complaints

5.1. Any complaint about the delivered products, amongst others regarding the conformity, missing pieces, visual damage or deficiencies, must be notified by e-mail to sales@fixatti.com and, in case of a claim for damages, also confirmed by registered mail to FIXATTI (Venecoweg 23, 9810 Nazareth no later than 15 calendar days as from delivery of the products.

5.2. Hidden deficiencies to the products delivered by FIXATTI must be notified by e-mail to sales@fixatti.com and confirmed by registered mail to FIXATTI (Venecoweg 23, 9810 Nazareth, Belgium) no later than 15 calendar days as from discovery of this deficiency and at the latest within 6 months as from delivery of the products;

5.3. As from expiry of the above mentioned terms, the rights of the buyer shall cease to be valid.

6. Liability

6.1. FIXATTI has no other obligation than to correctly deliver the products ordered by the buyer. FIXATTI's warranty obligation is limited to, at FIXATTI's opinion, reparation or replacement of the delivered products or the deficient parts and without any right to indemnification of the buyer.

6.2. FIXATTI can be held liable only for direct and substantial damage of which it is proven that it results from a failure by FIXATTI. In no event FIXATTI shall be held liable for indirect damage, including - but not limited to - loss of profit, damage of third parties, damage resulting from contamination of the product after delivery according to section 3 and any damage as a result of non-compliance with third state (any state, Belgium excluded) legislation - except if duly certified according to section 6.3. hereinafter - as regards the composition or use of the product(s).

6.3. FIXATTI shall not be obliged to provide any certification as to the conformity of its products to other than the Belgian and European Union legislation.

In case such certification is nonetheless provided, the certificate concerned is valid for one year only as from date of delivery of the goods and shall guarantee conformity of the products concerned to the respective legislation and rules mentioned therein as effective on the date of delivery of the goods.

The buyer is obliged to duly and immediately inform FIXATTI in writing of any change to the legislation and rules concerned during the period of validity of the certificate. In the absence of such notification by the buyer, the buyer can claim no rights as to the non-conformity of the products to these modified legislation and rules.

Upon receipt of such notification, FIXATTI shall assess whether its products are still conform to the legislation and rules concerned. If that is not the case FIXATTI is free to withdraw its certification or to modify its product so that it is conform to the legislation and rules concerned.

In no event, the buyer shall have the right to claim indemnities following the non-conformity of the goods to the modified legislation and rules concerned.

6.4. In no event FIXATTI is bound by any liability obligation the buyer agreed with its client.

6.5. In any case the liability of FIXATTI shall not exceed an amount of 25.000 EUR.

7. Intellectual Property

7.1. At all times, FIXATTI will stay the owner of all intellectual property rights on all products it delivered.

8. Reservation of ownership

8.1. FIXATTI reserves the ownership rights on all delivered products until it has received full payment by the buyer of the total invoice amount. Until that date, the buyer does not have the right to sell the products, nor to encumber them with any third-party right.

8.2. Notwithstanding FIXATTI's reservation of ownership, the buyer bears all risks the products are exposed to as from delivery according to section 3.

8.3. In case of non-payment by the buyer, FIXATTI reserves the right to reclaim the delivered products without any need for judicial decision.

9. Payment

9.1. Except agreed otherwise in writing, all payments are to be made by bank wire transfer on FIXATTI's bank account as stated on the invoice or alternatively payments are due in Nazareth, cash and without any reduction.

9.2. The buyer shall pay the invoiced amount as well as all related taxes and costs. All payments, by whatever means, shall be executed so that FIXATTI will not have to bear any cost related to the receipt of the payment.

9.3. In case of non-payment within the agreed term, and notwithstanding any other right to indemnification, FIXATTI shall have the right, *ipso jure* and without formal notice, to credit an interest of 10% as from expiry of the agreed payment term and until receipt of full payment of the invoiced amount and interests due.

9.4. In case of non-payment within the agreed term, and notwithstanding any other right to indemnification, the invoiced amount shall be increased *ipso jure* and without formal notice by a lump sum indemnification of 15 % of the invoiced amount, with a minimum of 150 EUR, and without prejudice to higher approved damage and FIXATTI's right of indemnification for all debt recovery costs as a consequence of non-compliance of the buyer as to the agreed payment term.

9.5. In case of non-payment within the agreed term of one invoice, the balance of this and all other invoices, whether expired or not, shall fall due *ipso jure* and immediately.

9.6. In case of default of payment by the buyer, the buyer shall lose all rights on reductions or other advantages that were admitted by FIXATTI.

9.7. In case of default of payment by the buyer, FIXATTI reserves the right to refuse any further order as long as the delivered orders have not been paid for.

10. Misfeasance of the Buyer

10.1. In case of misfeasance of the buyer, including default of payment and cancellation of a pending order, FIXATTI has the right, without formal notice, to cancel all further deliveries to the buyer and/or to declare all pending agreements resolved *ipso jure*, notwithstanding FIXATTI's right to claim performance of its obligations under this agreement and/or to claim indemnification from the buyer.

10.2. In case one or more pending agreements are resolved because of misfeasance of the buyer, the buyer is due to FIXATTI (i) an indemnification of 15 % of the agreed price, in case the object of the agreement consisted of standard products only or (ii) the total amount of the agreed price, in case the object of the agreement consisted of customised or tailor made products.

10.3. FIXATTI reserves the right to resolve the sales agreement without judicial interference, nor formal notice, if the buyer has become insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief of creditors, without indemnification for the buyer and notwithstanding FIXATTI's right for indemnification.

11. Jurisdiction and applicable law

11.1. All agreements between FIXATTI and the buyer as well as all disputes in relation thereto shall exclusively be governed by Belgian law

11.2. The courts of Eastern Flanders, section Ghent have exclusive jurisdiction to rule on all disputes arising between the parties.