

## General Terms and Conditions of Business of

Anyseals NV, Preenakker 2-4, B 1875 Merchtem, Belgium (valid from January 2006)

### § I. General

1. These Terms and Conditions of Business apply to all our offers, delivery contracts and other contracts, including advice, and all future business relationships, even if they have not been expressly agreed again.
2. Differing, contradictory or supplementary general terms and conditions of business do not constitute part of this contract, even if known, unless their validity has been expressly agreed in writing.

### § II. Conclusion of the contract

1. Our offers are not binding in terms of price, delivery date or other content. Information given by our staff over the telephone or verbally will only be binding if we confirm it in writing. We reserve the right to make technical or other product modifications affecting the shape, colour or weight, provided that they are reasonable.
2. Our description of goods on our website does not represent an offer, but a non-binding invitation to the customer to order.
3. ordering the desired goods, the customer declares his binding contractual offer.
4. All offers made will only be accepted by ourselves if and insofar as we execute them or confirm them in writing immediately.

### § III. Reservation of title

1. Moulds made on our behalf will remain our property, irrespective of whether or not the customer has contributed to the cost of manufacture.
2. The goods supplied will remain our property until settlement of all our claims arising from the business relationship, irrespective of their legal basis, and until bills and cheques have been honoured and direct debits are irrevocable. In the case of current accounts, reservation of title will also constitute security for claims for any balance.
3. The customer must immediately inform any third party which seizes the goods or the items produced from them to which we retain title, or the receivables assigned to us, of our reservation of title and send us the requisite documents immediately (e.g. copy of a bailiff's return).

### § IV. Return clause

1. Goods ordered and delivered will not be taken back. We shall charge up to 20 % of the net value of the goods for carriage-paid returns to which we have agreed, to cover administration and loss of profit. We reserve the right to make further deductions to cover any depreciation.

### § V. Prices

1. All prices are in euros, are net of VAT and are valid ex warehouse or ex supplier's works, at our discretion, and do not include packaging, customs clearance or import duty.
2. List, catalogue and internet prices are non-binding. We shall always invoice the prices valid on the date of delivery.
3. Should the quantity ordered be less than the applicable minimum quantity, we shall be entitled to invoice the applicable minimum order value, provided that the customer is informed in advance and has raised no objection.

## **§ VI. Shipment and packaging**

1. Shipment of the goods (including any return shipments) will take place at the expense and risk of the customer.
2. In the absence of any stipulation by the customer, the method of shipment will be at our discretion. We will not accept any liability for shipment at the lowest cost.
3. We reserve the right to arrange for shipment not from the place of fulfilment within the meaning of no. XII but from another place of our choice.
4. Packaging will be invoiced separately (at cost). Packaging cannot be returned.
5. In the absence of any agreement to the contrary, delivery will take place ex warehouse. The goods will be carried at the customer's risk, even if prepaid carriage has been agreed.

## **§ VII. Delivery and delivery periods**

1. Delivery dates and periods are always approximate, insofar as that they have not been expressly and firmly agreed without restriction. Delivery periods will begin with the date of our order confirmation, but not before all details of the order have been clarified in full with the customer. Partial deliveries are admissible.
2. We reserve the right to deliver 10% more or less for mass-produced items, in accordance with industrial practice at the time of delivery for technical items, standard manufacturing units for modified items and commercially-standard packaging units for counted units or to charge wastage or minimum quantity supplements.
3. If we are prevented from meeting our delivery and performance obligations by force majeure, strike, lockout or other industrial action or other unforeseeable obstacles which are beyond our control, despite reasonable care under the circumstances - irrespective of whether they have occurred in our business or that of a supplier - such as traffic disruption, malfunctions, shortage of materials or official intervention, the delivery period will be extended appropriately.  
If delivery or performance becomes impossible as a whole or in part, or unreasonable for us or the customer due to the above type of circumstances, both parties will be entitled to cancel the contract as a whole or in part. The customer may not make any claims on this basis.  
The stipulation in the above paragraph will also apply if the aforesaid events occur at a time at which we are in arrears.  
The right of correct, punctual self-supply is reserved. Should our suppliers fail to meet their obligations despite our efforts, we shall be entitled to cancel the contract. If it is unreasonable for us or the customer to fulfil the contract because of delayed delivery, both will have the right to cancel. The other party may not make any claims on this basis.
4. We shall endeavour to observe the delivery periods stated. In the event of delay or impossibility for which we are responsible, the customer will be entitled to cancel the contract, under statutory conditions. Claims for compensation by the customer due to delay or impossibility for which we are responsible are precluded, unless deliberate intent, gross negligence or at least contractual non-fulfilment on our part are the cause.

## **§ VIII. Payments**

1. Our invoices will be payable as follows:

Invoices dated between the 1st and 15th of the month will be payable at the latest by the 15th of the following month, strictly net.

Invoices dated between the 16th and the end of the month will be payable at the latest by the end of the following month, strictly net.

Advance payment will be required for delivery to customers whom we do not know.

2. Payments will always be credited against the oldest invoice due.

3. Interest amounting to at least 9.5% p.a. and inclusive, non-depreciable compensation amounting to 10% will be payable ipso jure, without notice of default, for every debt which is not settled by the aforesaid due date.

If applicable, the rates of interest and compensation will be reconciled ipso jure with the legally applicable tariffs on the basis of [German] legislation on payment arrears for commercial businesses.

4. Bills of exchange and cheques will only be discounted for the purpose of settlement, the former only by prior consent. Redemption will not entail conversion of debt. The customer will be responsible for any exchange and discount charges. We will not guarantee punctual protest.

5. Should the customer fall into payment arrears, or should circumstances emerge after conclusion of the contract which may reduce the customer's creditworthiness, all our receivables arising from the business relationship will become due for payment in full and immediately, even in the event of deferment and discounting of bills and cheques. We shall also be entitled to demand advance payment or securities. Other rights, e.g. cancellation of the contract and claims for compensation due to non-fulfilment, will remain unaffected.

6. The customer may only offset receivables which we have acknowledged or which have been established non-appealably. It may only withhold payments on account of counter-claims if the latter relate to the same contractual relationship and have been acknowledged by us or have been established non-appealably.

## **§ IX. Liability**

Claims for compensation of any nature within and beyond the scope of liability for defects due to infringement of secondary contractual obligations, incorrect advice on conclusion of the contract, infringement of other contractual obligations, inadmissible action or on any other legal basis, particularly including the case of losses which are not suffered by the actual subject of delivery, e.g. loss of profit or production, are precluded.

When a guarantee of condition is given, entitlement to compensation will only subsist if typical consequential damage by defects is to be avoided by guarantee.

## **§ X. Compensation**

1. Irrespective of the legal grounds, compensation can only be deemed justified insofar as deliberate or grossly negligent breach of contract or breach of contractual obligations constitute the basis.

2. In the event of breach of essential contractual obligations, we may possibly also be liable for minor cases of negligence. However, such liability will be limited to typical, foreseeable loss which was, or should have been, discernable to us upon conclusion of the contract.

3. In the absence of any agreement to the contrary in these provisions, all claims by the customer for compensation for losses of any nature, including claims for refund of expenses and indirect losses, such as loss of production, are precluded.

4. Should a claim be asserted against us by a third party on the basis of product liability or infringement of official safety regulations or other legal basis under domestic or foreign law, we may demand that the customer refund the expenses in accordance with the applicable liability law, insofar as the customer has failed to inform us in full of the further use of the items we delivered and insofar as the omission of information was the cause of the loss, unless the customer can prove that it was not responsible for the loss or for the omission of information.

#### **§ XI. Suggestions for installation**

Any suggestions for installation and material recommendations we make are based on the parameters and individual conditions specified by the customer. They will always require practical tests on the customer's premises prior to implementation. Because of the wide range of potential applications of our products, we cannot accept any liability for the accuracy of recommendations made in individual circumstances unless we have guaranteed it in writing. Suggestions for installation are our intellectual property and must not be disclosed to third parties.

#### **§ XII. Place of fulfilment and court of jurisdiction**

All agreements and negotiations will be deemed to have been concluded at our registered office. All disputes, including any in connection with bills of exchange and cheques, must be referred to the court with jurisdiction over our registered office. We may also institute legal proceedings against the customer at the court with jurisdiction over its registered office, at our discretion.

#### **§ XIII. Final provisions**

1. All our contracts will be governed by Belgian law.
2. The provisions of the United Nations Treaty of 11 April 1980 on Contracts for the International Sale of Goods will not apply.
3. Should individual provisions of these conditions be invalid or be declared void as a whole or in part, the other provisions will remain unaffected.