

1. General

1.1. The present conditions of sale apply to all contractual relations between the seller (PDC Europe sprl) and the buyer. They take precedence over the general conditions of the buyer if such conditions exist.

1.2. The special stipulations of the order take precedence if they contradict the present conditions.

1.3. The Vienna Convention of 11 April 1980 on international sales contracts shall be applicable where these general conditions do not derogate from it, even in the case of goods sold nationally.

2. Offers and orders

2.1. Prices offered by the seller to the buyer or through his agent are given for information purposes only. They shall only be binding on the seller after written confirmation of the order is given by him to the buyer. Orders and acceptances shall only be valid if done in writing including those notified via new communication technologies (notably fax and e-mail).

2.2. In the event of a response to an order for a new price offer, this shall in no way be considered as a counter proposal by the seller. The provisions under the above article shall therefore remain applicable.

2.3. Representatives of the seller do not have the authority to commit the seller. Sales negotiated by them shall become valid only after the seller has sent a written acceptance of the order.

3. Reservation of title

3.1. The currency of the invoice shall be mentioned on the offer/order confirmation/invoice. Products are sold at the price in force at the time the order was placed. VAT is applied according to current legislation. Any increase in VAT or any new tax imposed between acceptance of the order by the seller and delivery shall be charged to the buyer.

3.2. The seller reserves the right to increase the prices offered and/or agreed proportionally after passing on the VAT in the following cases:

- when after the offer and/or completion of an agreement, the cost of accessories and materials or raw materials or the means or import duties are increased;
- when the seller's purchase price is increased following a fluctuation in foreign exchange due to changes in the exchange rate or for other reasons;
- when the buyer changes the order already passed to the seller, entailing extra costs as opposed to those laid down in the initial agreement.

3.3. The delivered goods remain the property of the seller until all sums owed by the buyer have been paid in full. In the event of sale by the buyer of goods that have not been paid for in full, notwithstanding the reservation of title clause, any claim by the buyer on the third party is deemed to have been ceded lawfully to the initial seller.

4. Terms and means of payment

4.1. The seller's invoices are payable in his establishments at the latest on the due date mentioned on the invoice.

4.2. In the event of non-payment of an invoice by the due date, payment of all the invoices of the buyer shall immediately become due without notice.

In this case, the seller may furthermore suspend all ongoing orders with Article IX of the present conditions being applicable.

Any invoice unpaid by the due date shall automatically and without notice result in applying interest on arrears as from the due date. The rate of interest is laid down by Article 5 of the Law of 2 August 2002 with a minimum of 1.6% per month. The amounts due on late payment interest shall never be less than EUR 500.

Furthermore, any failure to pay an invoice by its due date shall lead, automatically and without notice, to an immediate claim of damages and fixed interest of at least 10% of the invoiced amount, independently of the seller's right to prove that the actual damage he has suffered (including the costs of recovery as stipulated by the Law of 2 August 2002) exceeds that fixed amount, for which he shall provide supporting documents as proof. In this case, the amount of damage actually suffered by the seller shall be payable as damages and interest.

4.3. The payments effected by the buyer after the due date has passed shall serve to cover payment of the penalty clause covered by Article IV.2, followed by interests on arrears and finally the principal amount.

4.4. If the order is cancelled by the buyer before delivery, it shall be incumbent upon the buyer to pay the seller a fixed rate of compensation equal to 80% of the value of the order, providing that the seller is able to prove with supporting documents that the damage suffered was more than the value of the order in which case the buyer shall owe this latter amount.

4.5. A credit limit is approved per customer. The said limit is fixed at the level of the total expenditure incurred by the customer (invoices due and not yet due). If a new order is placed leading to this credit limit being exceeded, a payment - which may even relate to an invoice not yet due - shall be required to cover the amount by which the limit is exceeded.

5. Deliveries

5.1. Goods shall be delivered to the address indicated by the buyer.

5.2. For goods covered by a bill of exchange, the items shall only be sent after receipt of a bill of exchange has been duly signed and accepted.

5.3. The goods are transported at the buyer's risk - except for specification to the contrary mentioned on the offer/order confirmation/invoice (see Incoterms) - even if the seller or his company has agreed to take care of the transport of the goods.

5.4. Except for an express guarantee provided for in the special conditions, delivery deadlines are only indicative and cannot lead to cancellation of the sale or payment of damages and interest to the benefit of the buyer. The seller is authorised to proceed to either complete or partial delivery. Deliveries shall only be carried out if the goods in question are available and in the sequence in which orders are received.

5.5. Any difficulty with delivery known by the buyer at the moment of ordering must be specified on the delivery note. If such a difficulty with delivery is out of the ordinary, the seller reserves the right to charge additional costs that the buyer undertakes to pay at the same time as the main invoice.

5.6. The seller cannot be held responsible for any complications or costs incurred caused by the buyer or in a case of force majeure.

6. Acceptance

All claims concerning the goods must, in order to be valid, be notified to the seller by registered letter sent by not later than 48 hours after the goods have been received.

If the goods were delivered by a transport company, the date and time of the delivery shall be indicated on the delivery note signed by the buyer. If a claim is not submitted within the deadlines indicated, the goods shall be irrevocably considered as accepted. Acceptance covers any apparent defects, i.e. those that the buyer may detect at the moment of delivery or within the following 48 hours upon careful and thorough verification.

7. Liability limitation

7.1. The buyer renounces any recourse against the seller in the following cases:

- The goods delivered only have slight defects in terms of colour, quality, model or design;
- 90% of the delivery does not show any defect;
- In the case of delivery according to a sample, model or design, the goods delivered are reasonably compliant notwithstanding any minor differences.

7.2. The seller shall never be held responsible for any damage caused to goods or persons by the items sold even if faulty.

8. Exceptional circumstances

8.1. In the event of force majeure, strikes, fire or any other unforeseeable circumstance making the execution of the contract totally or partially impossible, the seller reserves the right to cancel the sale without being liable for compensation.

9. Cancellation

9.1. If when carrying out the contract, any serious events resulting in the buyer's insolvency come to the attention of the seller, the latter can unilaterally cancel one or more orders which are underway.

9.2. In the event of liquidation, bankruptcy or composition proceedings in the name of the buyer, the seller may cancel any orders which are underway and he shall retain any sums already paid to him as fixed and irreducible compensation.

10. Nullity - Disputes and competence

10.1. Nullity of any of the clauses of the present general conditions shall not affect the validity of any other of the clauses which shall remain applicable in their entirety.

10.2. Any disputes between the buyer and the seller shall come under the exclusive competence of the Brussels courts