

GENERAL TERMS AND CONDITIONS OF SALE OF ALTIMATE BELGIUM SPRL

1-GENERAL PRINCIPLES

- 1.1. The present general terms and conditions of sale apply to products sold and/or services provided by ALTIMATE Belgium SPRL (hereafter referred to as « ALTIMATE »).
- 1.2. The present general terms and conditions of sale are systematically attached to every commercial proposal delivered by ALTIMATE to customers and the customer specifically acknowledges that he/she is aware of them. As a consequence, every order placed with ALTIMATE necessarily implies the customer's full acceptance, as a substantial and determinant condition, of the present general terms and conditions of sale.
- 1.3. ALTIMATE's general terms and conditions of sale constitute the law between the parties and apply to all ALTIMATE's customers, who are deemed to have accepted them as such. They shall prevail over any clause to the contrary which ALTIMATE has not expressly accepted without constraint. In any event, all stipulations to the contrary made by ALTIMATE's customers shall not be, under any circumstances, enforceable on ALTIMATE.
- 1.4. The fact that ALTIMATE, at any given moment, does not rely upon or enforce any particular provision in the present general terms and conditions of sale shall not be considered as a waiver of any of the said terms and conditions in the future.
- 1.5. The application of the Vienna Convention on the International Sale of Goods dated 11 April 1980, and the Hague Convention dated 1 July 1964 creating standard rules on the cross-border sale of moveable property shall not apply to the commercial relationship between ALTIMATE and its customers.
- 1.6. No customer of ALTIMATE shall display or make use of any trademark, logo, document, project, research or any other intellectual property belonging to ALTIMATE without the express written and prior authorisation of ALTIMATE for the sole purpose of promoting the resale of products commercialised by ALTIMATE under normal conditions as affecting its trade. ALTIMATE reserves the right to object to, prevent or claim compensation for any usage which it judges to be unfair competition or as constituting an act of free riding, or as contrary to its image or contrary to any rights that it may have granted or which may have been granted to it.

2-PRICES

- 2.1. Prices are ex-factory (Belgium). Invoicing occurs according to the prevailing rate on the day the products are shipped. Unless explicitly stated otherwise, all prices are quoted in Euros, exclusive of VAT and any other tax and/or royalty and do not include installation costs, activation costs, costs related to shipping and training, or any other cost.
- 2.2. Prices stated in any publication of ALTIMATE are subject to change without notice and do not constitute either a final price proposal or a specific offer of sale. Such documents only constitute a general source of information and prices stated on those documents must be confirmed through a specific sale proposal.

3-SALE PROPOSAL -ORDER

- 3.1. All sale proposals must be confirmed in writing (mail, fax, e-mail) by ALTIMATE to the customer, who has thirty (30) days to accept it in writing before it becomes void, except if stated otherwise on the sales proposal. ALTIMATE will only be bound by any sale proposal after the customer accepted the sale proposal, which then becomes an order.
- 3.2. Orders addressed to ALTIMATE are only final after they have been accepted by ALTIMATE. Acceptance may result from shipping and invoicing of the ordered products and/or services.
- 3.3. Product orders must be sent to ALTIMATE two (2) working days before the desired delivery date at the latest. Below this term, ALTIMATE will do its best to meet orders, but late orders will not have a compulsory nature towards ALTIMATE.
- 3.4. Unless explicitly agreed otherwise in writing by ALTIMATE, prices stated in the sale proposal include packaging in accordance with ALTIMATE's standards. Any additional packaging that may be requested by the customer or that is required by the shipping method can be invoiced extra by ALTIMATE.

3.5. Any order change or cancellation requested by the customer can only be taken into account if (i) it was received by ALTIMATE at least ten (10) working days before shipping the products and (ii) if it was accepted by ALTIMATE's supplier. After that term, no change can be made. Any order change concerning products, the delivery date or any other element of the order will have to be confirmed in writing and will only be final after prior approval from ALTIMATE. Any change approved by ALTIMATE can entail changes in terms of prices, delivery, specification and/or other changes.

3.6. Every order accepted by ALTIMATE and cancelled by the customer will entail the payment of cancellation fees, including in particular already incurred costs and commitments made by ALTIMATE. Cancellation fees are fixed to a minimum of 20% of the value of the products and/or services concerned by the cancellation.

3.7. Only orders reaching a minimum amount of one hundred (100) euros (shipping and/or administrative costs not included) will be honoured by ALTIMATE as soon as the customer provides sufficient financial guarantees. ALTIMATE reserves the right to exercise a derogation to the above mentioned criteria by means of an express prior and written agreement.

3.8. ALTIMATE reserves the right to make deliveries in whole or in part without the exercise of that right giving rise to any penalty.

4-DELIVERY AND TRANSFER OF RISK

4.1. Delivery times only start from the day on which ALTIMATE is in possession of all the necessary information to process the order and has accepted this information.

4.2. Delivery times are only given as a rough guide and without commitment. As a result, ALTIMATE is not responsible in case of delay in delivery and no penalty will be incurred by ALTIMATE in case of cancellation or delay in delivery. ALTIMATE cannot be held responsible for any damage caused by delays in delivery, whatever the reason.

4.3. ALTIMATE reserves the right to choose the shipping method and the place of departure of the ordered products. In any case, products will travel at the customer's own risk as soon as they have been entrusted to the carrier. The customer will bear all the shipping costs and related costs, without consideration of the special conditions upon delivery.

4.4. In the event of damage, loss or delay in delivery due to the fault or negligence of the carriers, even when selected by ALTIMATE, it shall be incumbent upon the customer to enter precise details on the duly signed and dated delivery slip in the presence of the driver, with confirmation to the carrier by recorded delivery letter within three (3) working days of delivery. A copy accompanied with the relevant delivery order shall be sent to ALTIMATE by recorded delivery with proof of receipt within five (5) working days from receipt of the products, failing which any claim on ALTIMATE shall be considered as lapsed.

4.5. Without prejudice to the observance of the provisions in Article 5 hereinafter, any goods delivered which do not comply with those given in the customer's order accepted by ALTIMATE will not be accepted by the latter unless it has been informed in writing within five (5) days from receipt of the goods.

5-RETURNS

5.1. Every product return must necessarily be authorised by ALTIMATE. Under no circumstance can products that have been modified by the customer be returned to ALTIMATE. Every product returned without prior approval from ALTIMATE would remain available to the customer and would not give rise to any credit.

5.2. Except for products that are returned in compliance with the warranty, no authorisation will be delivered for returning products of which the original date of invoice is more than ninety days (90) before the date of the request for return authorisation.

5.3. The return authorisation delivered by ALTIMATE shall be in the form of a return number sent to the customer as follows: ("RMA Document").

5.4. Returned products will have to be accompanied with the RMA Document.

5.5 Returned products will have to be carefully packed, in order to be delivered to ALTIMATE without any damage, and will travel at the customer's own risk and expense and insured on his own responsibility. The container with the returned products must clearly mention "RMA N° XXXX". All the products to be returned must be shipped to the address indicated by ALTIMATE on the RMA Document. Products must be returned without delay to ALTIMATE from the date on which the RMA Document has been transmitted. If ALTIMATE does not receive the products to which the RMA Document relates in a period of maximum fifteen (15)

working days, no return will be accepted by ALTIMATE and the customer may not claim any credit.

5.6. Any possible cost of restoring the returned goods to marketable condition shall be borne by the customer unless the conditions and circumstances which led to the return of the said goods render ALTIMATE liable in accordance with the present general terms and conditions of sale, in which event ALTIMATE shall bear in addition the costs of redispach to the customer.

5.7 Goods not accepted under the terms of the guarantee but whose return is accepted shall be subject to a minimum restocking invoice of 200 € or of 30% of the invoice sum (excluding any costs of restoring the goods to marketable condition), whichever is the higher, and to reimbursement of all transport costs incurred by ALTIMATE.

6-PAYMENT CONDITIONS

6.1 Invoices are payable, in full amount, within thirty (30) days after the date of invoice, except if stated otherwise on the invoice, at the address stated on them. In default of payment by the due date, the customer shall forfeit its right to price reductions, discounts, and rebates provided for under ALTIMATE's tariffs.

6.2. Payments will have to be made via one of the payment methods hereafter, after having obtained approval from ALTIMATE of the payment method chosen by the customer: -Bank transfer -Bank cheque -Cash

6.3. Payments will be made in the currency stated on the invoice, with no reductions applied due to taxes, charges or any fees of a similar kind, whether fiscal or parafiscal, direct or indirect, and in particular including VAT and bank charges.

6.4. All invoicing errors must be reported in writing by the customer within ten (10) days after the date of invoice, in default of which no credit shall be granted.

6.5. Penalties shall be applicable as of right if the payment is not made by the due date. Any amounts remaining unpaid at the due date shall produce interest at a rate of 1% per month over the sanctionable period.

ALTIMATE shall not be bound to give formal notice to the customer, which expressly exempts ALTIMATE from any such duty.

6.6. Any payment made after the payment date appearing on the invoice shall lead as of right to the following options open to ALTIMATE: -the application of late payment penalties, calculated by applying to the entire sum unpaid a rate equal to the rate previously mentioned in 6.5; -and/or invoicing to the customer the costs of follow-up, formal notice, collection, and more generally of all costs of any kind whatsoever related to the recovery of the sums due to ALTIMATE; -and/or in the event of default the immediate payability of all sums due to ALTIMATE even if not outstanding and the immediate return of all merchandise for which payment has not been made, at the customer's own risk and charge (carriage, supervision, etc.); -and/or the cancellation of the sale, without prejudice to the application of the reservation of title clause below, of delivered but unpaid goods, the ownership of which has not been transferred to the customer; -and/or the right of ALTIMATE to suspend and/or cancel all sales in process and/or to claim a payment as a counter-reimbursement for future sales until the entire settlement of the situation and/or the offsetting of the sums due by means of any sums owing under whatever head with regard to the defaulting party.

In the event of recovery by bailiff or judicial process, an indemnity amounting to 10% of the sums due shall be payable under a penalty clause.

6.7. ALTIMATE shall only agree to offset when the debts in question are reciprocal, certain, liquid and payable, in other words in compliance with the stipulations laid down in Articles 1289 and following of the Civil Code covering the mechanisms by which compensating claims can be legally settled. Offsetting of any lateness penalties or claims resulting from damage shall only be possible under this heading after ALTIMATE has been able to check the relevant claim and subject to the provisions of the present general terms and conditions of sale as regarding the assessment and evaluation of such penalties. In any event, under these circumstances, a customer proceeding to offset shall indicate which invoices are in question so as to enable ALTIMATE to make the necessary adjustments to its accounts and to avoid payment difficulties.

6.8. In the event of the customer being liable for several payments to ALTIMATE, it is agreed that the payments shall be allocated to the earliest debts. In consequence, the customer expressly waives the provisions of Articles 1253 to 1256 of the Civil Code.

6.9. ALTIMATE reserves the right to decide, with respect to each of its customers, the maximum sum of supplier's credit outstanding, in accordance in particular with financial information communicated to it.

6.10. In the event of a deterioration in the customer's credit rating or in default of sufficient financial information, ALTIMATE reserves the right, even after a partial dispatch of an order, to require of the former whatever guarantees it judges to be useful for the satisfactory performance of undertakings made. A refusal to give satisfaction in that regard shall give ALTIMATE the right to require payment before dispatch of the goods and/or to cancel all or part of the order and thus to put a stop to any delivery.

6.11. ALTIMATE reserves the right to request advance payment before dispatch of the goods with respect to any order made by a customer who does not have an account with ALTIMATE.

7 - OWNERSHIP

7.1 Transfer of property of the good sold is subject to complete payment by the customer by the due date, payment being understood as the complete de facto encashment by ALTIMATE of the agreed price in terms of principal and interest and inclusive of all related fees.

7.2. In the event of resale of the goods by the customer before complete payment as defined in 7.1 above, the customer undertakes to settle the balance of the sum due with ALTIMATE forthwith or to inform the new purchasers of the said goods that they are subject to a reservation of title clause and to give ALTIMATE warning of the transfer so that the latter may retain its rights and if necessary exercise its right of title on the resale price paid by the purchaser.

7.3. The goods shall under no circumstance be used as a pledge or as any other type of security whatsoever, for the benefit of any person or organisation whatsoever, unless that person or organisation is ALTIMATE. In the event of any attachment or seizure or of any other intervention of a third party with respect to the goods, the customer shall be under an obligation to inform ALTIMATE forthwith, in order to enable the latter to object and to maintain its rights.

8-INSTALLATION AND TRAINING

ALTIMATE can provide an installation service for the sold products, as well as a training service. These services can be ordered by the customer according to the stipulations of article 3 above and the details (place, date, schedules, etc.) will be included on the respective purchase order. These services will be invoiced by ALTIMATE at the prevailing rates at that moment.

9-FORCE MAJEURE

ALTIMATE reserves the right to suspend or cancel the sale, either in whole or in part, in the event of force majeure, defined as any event liable to prevent, reduce, delay or render the manufacture or transport of the merchandise economically unprofitable, or to impede the normal functioning of the market, when its own liability cannot be imputed. The following are defined as examples of force majeure, although the list is not exclusive: measures taken by the civil or military authorities, fires, floods, epidemics, quarantine restrictions, wars, embargos, riots, strikes, transport delays, or any other circumstances which make it impossible for ALTIMATE, as a result of causes beyond its reasonable control, to obtain the necessary resources in engineering, staffing, materials or means of production from its normal suppliers. In the event of such a delay, the delivery date shall be put off so as to allow a reasonable period in compensation of the delay.

10-WEIGHTS AND DIMENSIONS

Weights stated on the parcels are carefully determined but are not guaranteed. Dimensions stated in the catalogues are approximate. For purposes of drawing up plans, certified drawings may be obtained on request.

11 TAXES AND OTHER LEVIES

The customer shall pay for or reimburse ALTIMATE for all taxes, indirect taxes or levies of a similar kind, whether fiscal or parafiscal, direct or indirect, as well as all other particular levies imposed by regulatory requirements, including in particular VAT on services rendered and/or on the purchase, delivery or dispatch concerned.

12-WARRANTIES AND LIMITATIONS OF LIABILITY. In spite of the care taken by ALTIMATE in the testing of its products and in the carrying out of orders, products may fail to comply or may fail quality standards. The ALTIMATE warranty is limited to that contracted or offered by the manufacturer and/or editor, who are alone liable for any damage caused by their products.

13EXPORT CONTROLS

13.1. Due to the advanced nature of the technology applied, certain ALTIMATE products require an export licence.

13.2. If the customer exports products from its country which require an export licence, it must comply with all necessary controls, including: (a) all US reexport controls under the jurisdiction of the Department of Commerce, Washington D.C., USA and (b) all export controls by the customer's own country. In addition, ALTIMATE will only carry out an order relating to a product which is the subject of a boycott to the extent that it can do so without violating the laws and regulations of the United States of America.

14-APPLICABLE LAW AND JURISDICTION

The present general terms and conditions of sale are governed by Belgian law. Any dispute that may arise in connection with the present general terms and conditions of sale shall be submitted to the courts of Brussels to whom the parties expressly grant exclusive jurisdiction, even in the event of multiplicity of defendants or proceedings against the guarantor and irrespective of the location where orders are delivered.
