

GENERAL CONDITIONS AQUASYSTEMS INTERNATIONAL N.V. - HEREAFTER AQUASYSTEMS

1. These general conditions are applicable, excepting express written agreement to the contrary, to all offers and agreements for sale or purchase of goods or services concluded by **AQUASYSTEMS** and this in spite of all stipulations which may appear on order forms or invoices handed over to **AQUASYSTEMS**.
2. Notifications between parties must always be confirmed in writing at the address stated on the order form or invoice. The parties expressly agree to accept the evidence of a fax message with proof of dispatch and of an e-mail message with proof of receipt, insofar as these general conditions do not require notice by registered post.
3. Undertakings on the basis of an agreement with **AQUASYSTEMS** cannot, without prior written approval from **AQUASYSTEMS**, be wholly or partly transferred to third parties.
4. Several agreements concluded with one party form a unit. The failure to comply with an undertaking from one agreement may provide grounds for cancelling all agreements. However, if the purchaser decides to cancel his order, this cancellation should reach **AQUASYSTEMS** within 7 (seven) days after order date by registered post. If this is not the case, **AQUASYSTEMS** will automatically have the right to demand full compensation (and not limitative to the full price of the order).
5. **AQUASYSTEMS** may terminate any agreement, without owing compensation, by means of registered letter in the event of bankruptcy, inability to pay, request for settlement or of amicable or legal postponement of payment and analogous situations. Without prejudice to the payable nature of other payments mentioned in these general conditions, **AQUASYSTEMS** can demand full compensation.
6. The applicability of the uniform Acts relating to International Sales of moveable goods and the Treaty of Vienna of 11 April 1980 with respect to International Sales Agreements concerning moveable goods are expressly excluded. On all agreements Belgian law is exclusively applicable.
7. The nullity of a clause of these general conditions does not affect the validity of the remaining clauses.
8. Only competent Dutch language Courts are appointed and instructed from our office at our registered address in the event of a dispute.
9. **AQUASYSTEMS** retains the right to demand a bank guarantee from the purchaser at any time. **AQUASYSTEMS** may revise any payment conditions agreed if the credit insurance company does not grant any cover in the name of the purchaser.
10. All obligations undertaken by **AQUASYSTEMS** following any offer and sale, purchase or lease agreement of goods or services are considered as best endeavours obligations. **AQUASYSTEMS** shall only be held liable for its own intentional contractual or extra-contractual wrongdoing, and not for any inadvertent wrongdoing, even if it is considered a serious wrongdoing. Moreover, **AQUASYSTEMS'** liability is limited to the compensation of damage including, but not limited to loss of revenue or profits, loss of customers or contracts and any challenge by a third party, but excluding any consequential loss. In all cases **AQUASYSTEMS'** liability is limited to a maximum of 10% of the total sales value - or rent payable to **AQUASYSTEMS** under the relevant agreement.
11. If the product sold is affected by a manufacturing defect or lack of conformity that would prevent its normal use, we will proceed to replace the piece that we recognize as defective provided such claim is made within a period of 3 months after delivery of the product, to the exclusion of all other compensation intended to compensate for any damage. This guarantee shall automatically expire when the product sold is resold, handled, stored, installed, or used under abnormal conditions. Subject to nullity, the buyer is obliged to inform us immediately in writing and within 48 hours of discovering the existence of the defect for which it intends to ask for our guarantee, by specifying the nature and extent of the defect and inviting us to inspect the defective product.

SPECIFIC CONDITIONS OF SALES

12. All offers from **AQUASYSTEMS** are without obligation. The delivery and implementation terms are only given as an indication. The prices quoted may be revised by **AQUASYSTEMS** if pay or raw material prices rise. The exchange rate risk is borne by the purchaser.
13. The delivery of goods takes place in the warehouses of **AQUASYSTEMS** and is valid as acceptance by the purchaser of all visible faults. The purchaser undertakes to collect the goods within 48 hours of receipt of the notification of availability. After the expiry of this period the risk transfers to the purchaser, legally and without notification. From this time the guarantee period begins.
14. Any complaints in connection with the delivery are only admissible if submitted in writing and by registered post within 8 (eight) days of receipt of the goods. Every legal claim on the basis of non-conformities must moreover - under penalty of being inadmissible - be introduced at the latest 3 (three) months after the delivery. A complaint does not suspend the obligation to pay.
15. **AQUASYSTEMS** retains the right to proceed to a partial delivery, which constitutes a partial sale and gives rise to a partial invoice.
16. In case of accident or force majeure **AQUASYSTEMS** may break the agreement without owing any compensation. Accident and force majeure include: not delivering or not delivering in time or carrying out by suppliers or sub-contractors, strike and hindering government measures. An assignment partially carried out in these circumstances results in a corresponding partial payment by the purchaser.
17. Every invoice is immediately payable at the **AQUASYSTEMS** office. For all invoices unpaid on the due date, interest for delayed payment is required, legally and without notification, at the legal interest rate plus 4%, without prejudice to the right of **AQUASYSTEMS** to regard the sale as cancelled legally and without notification. Every part month of delay legally involves the debt for the interest for the month. Without prejudice to the interest for delayed payment, every amount unpaid on the due date after a reminder by normal letter, is increased by a fixed compensation equal to 15% with a minimum of 248,- EUR; in addition, claiming costs will also be charged according to the law of 06/08/2002. Debt comparison is not allowed.
18. The goods remain the property of **AQUASYSTEMS** until complete payment of the sales price. For that period the goods will appear in the purchaser's statements with the statement "ownership reserved". The burden of the risks transfers from **AQUASYSTEMS** to the purchaser from the time of delivery. In the event of **AQUASYSTEMS** appealing to the reservation of ownership clause or cancellation of the agreement, the purchaser grants to **AQUASYSTEMS** the right to collect its goods at its cost and risk and for this purpose if necessary to enter its buildings. **AQUASYSTEMS** is to retain the amounts already received as compensation, without prejudice to the right to demand full compensation. The purchaser cannot have available in any way the not yet fully paid goods: more particularly he may not grant these to third parties in security or ownership. The purchaser undertakes to communicate the name of any third party receiver on request. If the goods are sold or processed in contravention of the above, the purchaser at the first request from **AQUASYSTEMS** is to transfer the debts claims arising from this up to the amount still owed to **AQUASYSTEMS**.

SPECIFIC HIRE CONDITIONS

19. The minimum period of hire is 1 (one) month. After the expiry of the first month a hire contract can be extended per week. Hire invoices are made at the beginning of the hire month and are payable 30 (thirty) days after the date of the invoice. After the first month every week started is reckoned in full.
20. The hired goods are delivered from stock. Transport of the goods to the customer and return of the goods after the hire period are at the expense of the customer. After the hire period, the unit(s) must be returned clean and in good operational condition to **AQUASYSTEMS**. Based on photographs taken before and after the hire period, lack of cleaning and/or eventual damages will be determined and allocated costs will be invoiced. The compensation may amount to the price of a new unit.
21. The rented goods/appliances remain full property of **AQUASYSTEMS**, who retains the right, if necessary (for example in case of non-payment), to collect the rented goods from the end-user. In case of underentancy, the hirer who rents the goods from **AQUASYSTEMS**, should inform **AQUASYSTEMS** on the name of this end-user, and this hirer should also inform this end-user of this clause.

SPECIFIC WARRANTY CONDITIONS

22. **AQUASYSTEMS** guarantees to the initial purchaser that the products and parts manufactured by it are free of material defects and construction faults. This warranty is given for a period respectively of 27 months from the date of availability of the goods (ex-works) or 24 months from the date of commissioning (installation start-up). The first expiring period is valid. Regarding products and components from other manufacturers and suppliers which are an integral part of the products and parts delivered by **AQUASYSTEMS**, our guarantee is limited to the conditions of guarantee that we can assert ourselves against the manufacturer or supplier of these products and components. The specific terms of the warranty below and those contained in the Operation & Maintenance Manual, shall be followed strictly, and this applies to new, leased and/or second-hand devices.
23. The guarantee is not valid if the defect is the result of normal wear and tear, faulty handling, wrong use, force majeure, insufficient maintenance, insufficient mechanical or electrical security, changes or adjustments carried out without the prior written consent of **AQUASYSTEMS**.
24. The guarantee is not granted as long as the goods are not fully paid for and if the owner and/or user refuse to co-operate in determining the origin or consequences of the defect.
25. **AQUASYSTEMS** may at its discretion replace or repair or credit the purchaser for defective goods. **AQUASYSTEMS** is not obliged to any other obligation or compensation. Crane and transport costs are not covered by the guarantee.
26. **AQUASYSTEMS** must be informed in writing, on penalty of expiry of the right to granting a guarantee, within 30 (thirty) days after the problem or defect occurs for the first time. This message must state the serial number of the appliance, the date of first use, the date of the last maintenance if the appliance has been used for longer than 6 (six) months, the estimated total duration of use, the description of the defect and possible cause.
27. If the user wishes to proceed to repair the costs incurred can only be claimed from **AQUASYSTEMS** if **AQUASYSTEMS** has given prior written consent for this. The request for guarantee must in this case be accompanied by a copy of the prior written consent to repair or service and by a specific and detailed invoice for this repair or service. Repairs or service always have to be carried out in accordance with the instructions from **AQUASYSTEMS**.

SPECIFIC PURCHASING CONDITIONS

28. All orders are to be made in writing by means of a numbered order form. Except for written notice to the contrary the order is validly accepted after 7 (seven) days. No change is allowed to the specifications and descriptions except with the prior written consent of **AQUASYSTEMS**.
29. The prices communicated or subscribed to are definitive after acceptance by **AQUASYSTEMS**. All price review clauses are to be regarded as not written.
30. The delivery takes place during office hours in the **AQUASYSTEMS** factory on the agreed date or within the agreed period. Transport takes place at the costs and risk of the supplier. With each delivery the supplier sends a dispatch document stating the goods delivered and the number of the order form. Per started week of delay of the delivery or partial delivery, legally and without notification compensation is owed of 1% of the total amount of the order with a maximum of 10% of the total amount of the order. Without prejudice to this compensation **AQUASYSTEMS** is entitled to cancel the order after the expiry of the delivery term and demand compensation for among other things loss of profit, loss of production, compensation to be paid by **AQUASYSTEMS** to third parties.
31. The acceptance of the equipment, goods or services delivered by **AQUASYSTEMS** takes place exclusively expressly and in writing. Initialed dispatch documents do not imply acceptance, either of quality or quantity. Selling on or use is not a sign of acceptance. Rejected performance and/or deliveries are to be replaced immediately and in full without the delivery term being able to be exceeded for this reason.
32. If the goods have to be assembled or installed, this is done at the cost and on the exclusive risk of the supplier. To cover this risk the supplier is to insure himself and provide the evidence of this on request.
33. Limitations or amendments to the legal indemnification obligations are regarded as not written. Beyond the indemnification for visible and hidden faults the supplier is held to compensate all damages proceeding from a fault, even after the equipment delivered has been processed by **AQUASYSTEMS**. The undertakings proceeding from this article are joint if the main supplier works with an intermediary or with associated contracts.
34. Invoices with a clear detailed description have to be sent to **AQUASYSTEMS** in duplicate stating the number of the order form (1 invoice per order form).
35. Invoices are to be paid by **AQUASYSTEMS** within 60 (sixty) days end of the month in which the invoice was received. This term is suspended for the duration of any control of the goods and services supplied. **AQUASYSTEMS** may offset its debts and claims.
36. **AQUASYSTEMS** remains the owner of all plans, drawings, calculations and data communicated to the supplier. In the event of imitation or communication to third parties without prior written permission from **AQUASYSTEMS** compensation will be owed of which the minimum is fixed at 5 000,00 EUR.
37. Plans, drawings, calculations and data from the supplier belong to **AQUASYSTEMS**. **AQUASYSTEMS** retains the right to use the models, documents and data of the supplier for the use of the subject of the order and for the provision of spare parts.