

GENERAL CONDITIONS BETA SOLUTIONS B.V.B.A.

1. Definitions

In these general purchase conditions the following definitions apply:
Client: bvba beta solutions, having its registered office at 9800 Sint-Maria-Leerne, Belgium, Veerstraat 1a, and registered with the Belgian rpr under number 0875.554.365

Contractor: any party that supplies goods to the client provides services to the client or has agreed with the client to do so, or any party to whom the client has given an assignment of any other nature. In these general terms, work shall also include the execution of services

Agreement: any agreement, including these general purchase conditions, between the client and the contractor on the purchase of goods and/or services by the client from the contractor, or any other order assignment given by the client to the contractor, or any related acts or legal acts.

Delivery or supply: any supply of goods or services from contractor to client.

2. Applicability

2.1 These general conditions are applicable to all requests, offers, assignments, purchase orders, order confirmations, agreements, (sub)contracting and/or execution of services and other legal acts relating to the supply of goods, the provision of services, the execution of assignments or the performance of other work by the contractor for the client.

2.2 The contractor's general terms and conditions are hereby expressly excluded, unless it has been agreed otherwise in writing.

2.3 If the content of the written agreement should differ from the content of these general purchase conditions, then the content of the written agreement shall prevail.

2.4 In case of nonconformity between the English and the Dutch text of the general conditions, the Dutch text shall be binding. In case of nonconformity between the English and the Dutch text of the general conditions and a translation hereof in another language the English and the Dutch text shall be binding. The client reserves the right to modify these general purchase conditions at any moment.

3. Invitation to tender and order

3.1 Invitations to offer are not binding on the client and only serve as an invitation to the supplier to issue a quotation.

3.2 The supplier is required to confirm receipt of a purchase order within 24 hours of receipt by means of an order confirmation specifying a planned delivery date. If this delivery date will not be met, the supplier is required to inform the customer of this well before the confirmed delivery date, stating the reason and the revised delivery date.

If a purchase order is not confirmed within 24 hours, the supplier will be liable to a penalty of € 50 per purchase order payable immediately to the customer. This penalty can be claimed in addition to compensation under the law. The customer is entitled to deduct this penalty and/or compensation on settlement of the invoice from the supplier.

3.3 A quotation by the supplier is irrevocable and valid for a period which will be clearly indicated by the supplier. The quotation has to be definitive, exact and complete and must include all that is required for the supplies to be delivered in full and in working condition.

3.4 The client does not reimburse the costs incurred by the supplier, also including the costs of advice, drawings etc. Made by, or on behalf of, the contractor, on issuing a quotation.

3.5 The client may terminate negotiations without stating any reason and without any obligation to pay damages.

3.6 If reference is made in the invitation to tender and/or order to technical, safety, quality or other instructions, and documents and drawings that are not attached to the quotation and/or order, the supplier is deemed to be familiar with these, unless the supplier informs the client forthwith and in writing of the contrary. The client will inform the supplier in more detail of these instructions, documents and drawings. The contractor is obliged to warn for apparent errors and lacks of clarities in the documents and instructions.

4. Changes and contract variations

4.1 The client is entitled to change the scope and extent of the agreed supplies, even when this results in contract variations.

4.2 If in the opinion of the supplier such a change affects the agreed-upon price and/or the delivery date, he shall inform the client forthwith and in writing, and issue a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the supplier. No variations will be carried out until the client has issued a written instruction for it.

4.3 Additional works the supplier could or should have foreseen at the time the contract was concluded to be in a position to deliver the agreed-upon supplies, or that is the result of a shortcoming on the part of the supplier, shall not be included in contract variations.

5. Transfer to third parties - personnel

5.1 The supplier shall not transfer to a third party any part of the agreements without the client's written permission. The client has the right to make any permission subject to conditions.

5.2 Transfers of the supplier's obligations to a third party do not release the supplier from any obligation or liability arising from the order placed with him.

5.3 There shall be no direct employment relationship whatsoever between the supplier and/or its personnel, on the one hand, and the client, on the other.

5.4 Without prior written permission from the client, the contractor shall not transfer or subcontract the order, or any part of it, nor the execution of it to another party.

5.5 If the contractor, after having obtained permission, assigns the work, or any part of it, to a third party, it should immediately draw up a written agreement with respect to the terms of which the terms of this agreement should form part. The contractor placing the order shall hereby take the client's legal position and the third party that of the contractor.

5.6 Transfer/subcontracting shall not affect the contractor's obligations under the agreement with the client.

6. Delivery of goods and execution of services

6.1 Deliveries should take place in the manner and at the place and time set out in the agreement.

6.2 In the event of exceeding the delivery time by the contractor results in the contractor being in default.

6.3 In the event of a delay in the provision in the previous paragraph, the contractor is obliged to inform the client immediately of any delay or foreseeable delay in the execution of the agreed-upon work.

6.4 The delivery is complete at the moment when the goods have been received by or on behalf of the client and the client has signed for delivery. The latter signing does not affect the fact that the goods delivered can later be rejected under the terms of article 9 of these general purchase conditions. Furthermore, the contractor cannot derive any rights from the signing and such signing therefore does not prevent the client from exercising (for instance) its rights on the grounds (among others) of a default on the part of the contractor.

6.5 The provision of services is completed when the client has confirmed in writing that the services provided have been performed or that the services provided have been approved. The contractor cannot derive any rights from such confirmation or approval and the confirmation or approval therefore does not prevent the client from exercising (for instance) its rights on the grounds (among others) of a default on the part of the contractor.

6.7 The contractor shall be liable for any damage and/or loss incurred as a result of a delay in delivery as meant in article 6.1.

6.8 For each day of delay in delivery the contractor shall pay the client a penalty payable on demand of 1% of the agreed purchase order with a minimum of € 250,- to a maximum of 10% of the agreed purchase order. The penalty may be claimed in addition to damages by virtue of the law. The client is entitled to set off this penalty and/or these damages against the amounts owed to the contractor.

6.9 The buyer is authorized to return the goods free of charge, within a year after delivery by the supplier, provided that the goods are not damaged, unused, and in the original packaging. After this, the supplier will provide the buyer with a credit note.

7. Health, safety and environment

7.1 The supplier and (subordinate) third parties acting on the instructions of the supplier are obliged to observe all legal safety, health and environmental regulations.

7.2 The supplier and (subordinate) third parties acting on the instructions of the supplier are obliged to observe the procedures and instructions of the client in the field of health, safety and environment. Copies of the procedures instructions and conditions referred to in this article are made available by the client upon first request.

7.3 The supplier ensures that his presence and the presence of (subordinate) third parties acting on his instructions do not obstruct the progress on the client's site, and in its buildings and factories.

7.4 Prior to the delivery of supplies, the supplier should gather information on the required state and circumstances on the site, in buildings and factories where the supplies are to be delivered.

7.5 Any unsafe situation detected by the supplier near safety provisions should be rectified by the supplier and immediately reported to the client.

7.6 The costs of execution delays due to circumstances as aforementioned are at the risk and for the account of the supplier.

7.7 The supplier shall clean up remains of materials, wrapping and packaging materials as well as contamination as a result of his work and, unless otherwise agreed, dispose of this. Chemical materials that are left over, such as paints, adhesives, solvents and all other materials harmful to the environment, including the corresponding packaging, shall be collected by the supplier itself and disposed of in accordance with the statutory regulations.

8. Inspection

8.1 The client is at all times entitled to subject the goods delivered (or to be delivered) and the work or the work in progress to an inspection or to have these subjected to an inspection, or to investigate whether the services provided have been executed in conformity with the agreement and these general purchase conditions. The contractor is obliged to give its full cooperation to the inspection or the investigation and shall arrange for any facilities which may reasonably be required in connection with this.

8.2 The costs of the testing referred to in article 6.1 shall be borne by the contractor. In the event that the client and/or its principal and/or the board of directors of the work site reject these products/the work. Inspection or approval shall not release the contractor from any warranty or liability arising under the agreement or the law.

8.3 If the products/the work delivered by the contractor do not meet the requirements set in the order and/or the specification, the contractor shall be entitled to reject these. Taking delivery or payment of the products and/or the work does not imply approval thereof. The costs and risks shall remain the contractor's responsibility unless the client has accepted the products/the work.

8.4 Should the client reject delivery and/or the work the contractor shall within a period determined by the client:

Repair the products/the work free of charge;

Replace the products free of charge or carry out the work in accordance with the agreement.

8.5 If the contractor does not meet its obligation referred to in article 7.2, or not within the set period, or not to the client's satisfaction, the client shall be entitled to carry out repairs itself or arrange repairs by a third party at the contractor's expense. The client shall be entitled to set off this penalty/these damages against the amounts owed to the contractor.

8.6 Without prejudice to the provisions of sections 7.2 and 7.3, the customer retain the right to claim compensation and/or to terminate the agreement in full or in part. The customer is not liable for any losses suffered by the supplier as a result of rejection.

8.7 The client is never bound by any period set by the contractor in which the client should inform the contractor that the goods delivered have been rejected or after which the client can no longer lodge a complaint.

9. Ownership and risk

9.1 Ownership and risk of goods are transferred to the client at the moment of delivery, unless

(i) It has been agreed otherwise or

(ii) The goods are rejected by the client upon or after delivery.

9.2 The contractor guarantees that unencumbered ownership of goods is acquired.

9.3 The contractor waives any retention rights and rights of claim it may have.

9.4 The contractor has to take out insurance against transit damage, at its own risk and expense.

9.5 at the request of the client, ownership of the goods may pass before the moment of delivery. In such cases, the supplier is obliged to keep these materials in his custody, clearly marked as being the property of the client, and to provide the client with a certificate of ownership if so required.

9.6 The supplier is liable for the loss of or damage to the materials and goods referred to in article 10.5. In the event that a third party claims to have a right to the materials and goods referred to in article 10.5 and/or seizes the aforementioned materials and goods, the supplier will notify the third party of the question of the fact that the client is the owner of these materials and goods, and he shall notify the client of the claim and/or seizure. The client is at all times entitled to remove the materials and goods it owns from their location and to access the areas used for that purpose at or by the supplier.

10. Prices, invoices and payment

10.1 Billing is subject to delivery of the supplies.

10.2 All prices are fixed and apply delivered duty paid in conformity with the incoterms (most recent version) and include, unless it has been otherwise agreed in writing, assembly, instruction, packaging, transport, storage, delivery, insurance, excise duties and other delivery expenses and generally include all the costs of complying with the supplier's obligations.

10.3 The client shall pay the goods supplied or the services provided within 30 days, starting at the end of the month of the invoice date, unless otherwise agreed in writing and on condition that the goods supplied or the services provided have been approved and after receipt of all relating documentation including the correctly addressed complete invoice.

10.4 In the event of advance payment or periodic payment, the client shall be entitled to demand a sufficient guarantee for delivery at client's discretion. If the contractor does not provide this within the set period, it shall be in default. The client shall in that case be entitled to rescind the agreement and to recover its losses from the contractor.

10.5 Failure to comply with the requirements relating to invoice data, advice notes and packing lists and failure to complete such documents with all necessary data will give the client the right to suspend the client's obligation to pay the contractor.

10.6 Payments by the client shall not constitute recognition that the supplies are in conformity with the agreement and shall not imply in any manner whatsoever any waiver of rights.

10.7 Prices are not changed unless the order states the circumstances that may result in price adjustment, as well as the manner in which the adjustment is to be made.

10.8 The client has the right to set off amounts owed to the supplier under the agreement against whatever amount he owes the client for whatever reason.

10.9 In the event of defaulting on an invoice payment obligation by the due date, the client shall owe only interest on the amount in question and only with effect from the date the supplier has given the client written notice of default. In that event, the client will owe the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months euribor) applicable on the date of the notice of default or, the statutory interest rate in force on the date of the notice of default.

11. Vat registration number

Parties undertake to provide each other with their correct vat registration numbers. If the contractor fails to comply with the obligations, then the contractor shall pay to the client any vat and other amounts insofar as the client may be owing such amounts due to the contractor's non-compliance.

12. Accreditations, permits and registration - tax and social security debts

12.1 Suppliers carrying out contracting work are required to have in their possession all accreditations and permits as prescribed by law and required for the execution of the contract.

The supplier is obliged to inform the client of any changes immediately. Should any problems arise due to suppliers negligence, the client reserves the right to legally dissolve the agreement ipso iure and furthermore to recover from the supplier any additional costs and any fines.

12.2 Pursuant to statutory legislation with respect to joint and several liability for tax and social liabilities of a supplier, the client is jointly and severally liable in its capacity of principal for any tax and social security debts incurred by the supplier should such liabilities exist at the time of conclusion of this agreement or at the time of payment of the price. This joint and several liability does not apply if the client makes such deductions pursuant to the aforementioned statutory legislation from the invoices of the supplier, and transfers these deductions to the relevant administration (of the Belgian social security (rsz) and/or tax administration). In such cases, the supplier shall be obliged to provide the client with a certificate listing the tax and social security debts. The client reserves the right in such cases to terminate the agreement and to recover from the supplier any costs incurred or fines, if applicable, arising from the aforementioned legal system of joint and several liabilities for the supplier's tax and social security debts.

13. Guarantee

13.1 The contractor gives warranty that all products/the work provided by the contractor comply with the agreement; be free from any faults or defects with respect to material, design and manufacturing for a period of 12 months after the date of delivery.

The products/the work have been put into use or to a maximum of 12 months from the date of delivery.

13.2 The client shall repair all defects in the products/the work which become apparent during the warranty period immediately and in consultation with the client, or else replace the defective products, work or parts of the work.

13.3 All costs in connection with the repair or the replacement of the products/the work and returning the products/the work to operation, or – if it forms part of a larger object – the costs in connection with returning said object to operation shall be borne by the contractor.

13.4 In case the contractor does not fulfil his responsibilities as agreed within this article, the client is entitled to rework or to subcontract the rework in order to fulfil his warranty responsibilities to his customers at contractor's own risk and expense. The client shall be entitled to set off the costs incurred against the amounts owed to the contractor.

14. Liability

14.1 Any failure of the contractor to meet its obligations entitles the client to oblige the contractor to undo partially or fully the failure and/or its consequences at the risk and expense of the contractor.

14.2 The contractor is liable for any loss that is suffered by the client and/or any subsequent purchasers or users, including – eventually – the consumer of the goods delivered (whether or not processed) due to a failure of the contractor to meet its obligations and/or due to any act or failure to act by the contractor or by the contractor's staff or any third parties engaged by the contractor.

The contractor shall be liable for both direct and indirect losses.

14.3 The supplier holds the client harmless against all claims from third parties, including but not limited to damage caused by the end-product made with the delivered supply but that is attributable to a deficiency in the supply delivered by the supplier to the client.

14.4 as a guarantee for his liability pursuant to the law and these general conditions the supplier shall contract, and renew as and when required, adequate insurances that are adapted to the work and the risks and furthermore insure all risks arising from his business operations that are insurable at normal conditions and renew such insurances as and when required. At client's request, the supplier shall submit without delay (a certified copy of) the insurance policies and proof of payment of the premiums. The supplier hereby cedes in advance all rights to insurance claim proceeds, insofar as relating to damage for which the supplier is liable vis-à-vis the client. The supplier's liability shall not be restricted by his insurance obligation, nor by the extent of the cover of this insurance.

14.5 save in the event of intent or gross negligence, the client is not liable vis-à-vis the

Supplier for any damage whatsoever arising from or related to failure to perform the agreement, perform it properly or on time, or by breach of any contractual or non-contractual obligation by the client.

15. Intellectual property rights

15.1 The contractor grants to the client a non-exclusive, eternal, irrevocable, global and transferable right to use any intellectual property rights regarding goods and/or services provided by the contractor. This right of use includes the rights to grant such right of use to (possible) purchasers or other third parties with whom the client has relations in respect of the running of its business.

15.2 The contractor guarantees that the use (including resale) of goods supplied or services provided by the contractor will not infringe on any intellectual property rights or other (property) rights of third parties. 15.3 The contractor indemnifies the client against any claims by third parties arising from any infringement on the rights set out in article 17.3 and the contractor shall compensate the client for any ensuing losses.

15.4 Insofar as the client makes available to the contractor any means of which the client possesses an intellectual property right, the contractor acknowledges that the client is and shall at all times remain the owner of such means and that the contractor shall not obtain any intellectual property rights or title as regards such means. The contractor shall manage all means referred to in this paragraph at its own risk and expenses and keep them in good repair. The contractor shall not use the means for or have the means used by third parties unless the contractor has been authorized in writing by the client to do so.

15.5 If the contractor, within the scope of the agreement, develops goods for the client, then any intellectual property rights to be invoked shall accrue exclusively to the client. Any fee for this shall be deemed to be included in the agreed price of the goods. Insofar as necessary the contractor shall render full assistance in the creation or the transfer of such rights to the client.

16. Force majeure

In the event of force majeure on the part of one of the parties, the fulfilment of the agreement shall be suspended for the duration of the force majeure period, without any of the parties being liable for compensation as regards the other party. If the situation of force majeure should last longer than 24 (twenty four) hours, the other party shall have the right to terminate the agreement with immediate effect and without court intervention by giving notice in writing without any further damages arising. Force majeure on the part of the contractor shall in no event be understood to mean: staff shortage, strikes, non-performance by any third party engaged by the contractor, transport problems on the part of the contractor or any third parties engaged by the contractor, failure of equipment, liquidity and/or solvency problems at the contractor or government measures affecting the contractor.

17. Secrecy

17.1 all confidential information which means and includes all information, documents, drawings, know-how, and knowledge etc. Disclosed by the client in whatever form to the contractor, shall be kept secret and confidential and shall not be disclosed to others or used by the contractor for any purpose other than for the purpose of executing his respective contractual obligations.

17.2 The confidential information as meant in article 9.1 shall not be disclosed, directly or indirectly to any third party, without the express written consent of the client. Moreover, the contractor shall bind his employees to the same confidential obligations as stipulated in this article.

17.3 If the contractor has to disclose the confidential information as meant in article 9.1 to any third party (parties) in connection with the execution of his contractual obligations, he shall also bind such party (parties) to the same confidential obligations as stipulated in this article.

17.4 The contractor shall owe the client a penalty payable on demand to the amount of 10% of the total order sum with a minimum of € 250,- if it violates one or more of the aforementioned obligations.

17.5 The penalty referred to in article 17.4 may be claimed in addition to damages by virtue of the law. The client shall be entitled to set off this penalty and/or these damages against the amounts owed to the contractor.

18. Appliances

18.1 All appliances such as drawings, models, moulds, matrices and tools which client puts at the disposal of the contractor for the purpose of executing its respective contractual obligations shall remain or shall become under all circumstances the property of the client. This also applies to the appliances, which contractor especially made within the framework of the agreement irrespective of whether costs are charged to the client for their production.

18.2 All resources and all copies made of these must be made available to the client or returned to the client upon its first request.

18.3 At client's demand the appliances have to be clearly and indelibly marked as the property of the client. The contractor shall indicate the client's ownership of these appliances to any third party that may wish to seize them.

18.4 Notwithstanding the stipulations in article 9 the contractor shall not use the appliances for any purpose other than the performance of his contractual obligations. The contractor shall not reveal the appliances to third parties without the client's express written permission. The contractor shall bear the risk of loss of and/or damages to the appliances and shall at his own expense insure the appliances against these risks.

19. Non-competition

The contractor shall completely refrain from quotations and/or offers to the principal, including any for expansion of and/or alterations to the work, for which the client has entered into, or shall enter into, negotiations with the principal, whether directly or via mediation by any third parties.

20. Termination

20.1 The client, at its own discretion, shall be entitled to suspend partially or fully the execution of all agreements between the parties, or to terminate these agreements, by giving notice in writing, without court intervention (and with immediate effect) (without the client being liable to pay any damages) in the event of:

(i) A failure by the contractor to perform one or more of its obligations under the agreement or of agreements relating thereto;

(ii) (An application for) suspension of payments or a declaration of bankruptcy on the part of the contractor;

(iii) Guardianship order or appointment of an administrator on the part of the contractor;

(iv) Sale or termination of the business of the contractor;

(v) Cancellation of any license of the contractor that is required for the execution of the agreement;

(vi) Seizure of a major part of the contractor's business assets; or

(vii) Process of garnishment being issued against the client at the expense of the contractor.

20.2 Any claims the client may have or come to have against the contractor in the cases referred to above in article 20.1, shall be payable forthwith and in full.

21. Prohibition on assignment/pledging

The contractor shall be prohibited from assigning, pledging or transferring under any title whatsoever, the ownership of the social security contributions and wage tax debt, included in the contract sum, for which the client is liable pursuant to the wages and salaries and social security contributions (liability of subcontractors act

22. Disputes and applicable law

22.1 The law of Belgium is applicable.

22.2 The Vienna convention on contracts for the international sale of products (cigs) is not applicable, nor is any other international regulation the exclusion of which is permissible.

22.3 Only the civil court that has jurisdiction in the place of establishment of the client may take cognisance of disputes unless this would be contrary to peremptory law. The client may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.

22.4 The parties may agree a different form of dispute resolution such as arbitration or mediation.

23. Statutes and regulations

23.1 The contractor shall be deemed to be familiar with all statutory and other regulations, terms and provisions,

Including the buildings decree and the building materials (soil and surface waters protection) decree, which the client should observe and comply with pursuant to the contracting agreement concluded by it, in executing the work which forms part of this agreement.

23.2 The contractor undertakes to observe and comply with all regulations, terms and provisions, including the building sites regulations, the working conditions act, safety legislation, the environmental management act, in so far as pertaining to the delivery to be made and the work to be executed by it, also including those with respect to safety and working conditions and those pertaining to nuisance and/or hindrance of third parties. The contractor shall itself procure any permits and safety measures in connection with the delivery to be made and the work accepted by it

24. General

The invalidity or unenforceability for whatever reason of a stipulation in these general purchase conditions does not impair or affect the validity or enforceability of the other stipulations in these general purchase conditions. Parties shall replace the void stipulation by a valid one that has the same effect within the confines of the law as the stipulation that was declared void.