

These General Terms and Conditions dated September 1<sup>st</sup> 2010 (the "Effective Date") will exclusively apply to the sale and supply of Goods and/or Services by Solid-Cure ("S.C."), with a principal place of business at Peraltastraat 16, B-8000 Brugge ("Premises"), to buyer ("Buyer"). Upon acceptance of the Offer by the Buyer, these Terms and Conditions together with the accepted Offer shall constitute the whole Agreement between S.C. and the Buyer.

## 1. DEFINITIONS

- 1.1. "**Agreement**" shall mean these Terms and Conditions together with the accepted Offer (s) and/or any other document or agreement issued by S.C pursuant to which Goods and/or Services are or shall be provided.
- 1.2. "**Terms and Conditions**" shall mean these terms and conditions governing the purchase of Goods and/or Services.
- 1.3. "**Goods**" shall mean the materials and/or products as described in the Offer.
- 1.4. "**Offer**" shall mean S.C.'s expression of the intention to deliver Goods and/or the Services as specified in detail in such offer under this Terms and Conditions. Upon Acceptance of the Offer by the Buyer, Buyer explicitly acknowledges to be bound by this Agreement.
- 1.5. "**Purchase Order(s)**" shall mean a written or electronic order issued by Buyer which, by its simple issuance, acknowledges, confirms and accepts the Offer under these General Terms and Conditions.
- 1.6. "**Services**" shall mean any effort or work necessary or incidental for the design, manufacturing and/or delivery of the Goods as further described in the Offer. Such Services may include manufacturing, design, engineering, labor, materials, tools, instruments, transportation, assembling, packing, inspection, testing, technical assistance, maintenance, and related works and any other services (whether carried out directly or through agents) as set forth in the Offer.
- 1.7. "**Specifications**" shall mean the specifications of the Goods, including without limitation, drawings, instructions and standards as set forth in S.C catalog, S.C. web site, data sheets and/or user guides and/or the Offer, as such specifications might be modified from time to time by S.C.

## 2. PURCHASE ORDERS

- 2.1. Buyer shall confirm the Offer via the issuance of a Purchase Order and Buyer herewith expressly accepts that such Purchase Order shall always be subject to these Terms and Conditions and the Offer. No change, additions or modifications to the Offer and these Terms and Conditions shall be binding unless agreed to in writing and signed by an authorized representative of both parties. Unless otherwise explicitly agreed in writing by S.C., in case of conflict of these present Terms and Conditions and any written document issued by Buyer irrespective of the time of issuance of such document, the first one shall always prevail. For the avoidance of doubt, if the Purchase Order sets forth any terms and conditions, parties expressly agree that such terms and conditions shall not apply to the Offer.
- 2.2. No Purchase Order shall be deemed to be accepted by S.C. unless and until confirmed orally or in writing by S.C. within a period of two (2) weeks after receipt of the Purchase Order. S.C reserves the right to accept or reject Purchase Orders totally or partially, in its sole discretion. S.C. has the right to cancel any Order previously accepted if S.C. determines, in its sole discretion that Buyer is in default.
- 2.3. All Purchase Orders shall refer to the model number, the description, the quantity and delivery requirements included the proposed delivery date of the Goods and Services as mentioned in the Offer.

## 3. DELIVERY TERMS

- 3.1. Delivery Terms. All Goods will be delivered EXW S.C's Premises INCOTERMS 2000. Upon S.C. first request, the Buyer shall pay, or reimburse S.C., if pre-paid, all freight, insurance, and any other shipping expenses.
- 3.2. Acceptance. Buyer shall accept the Goods upon delivery. In case Buyer does not explicitly accept the Goods upon delivery, the Goods shall be deemed accepted.
- 3.3. Extension. S.C. reserves the right to extend or change all delivery terms without any liability, by giving notice to Buyer.
- 3.4. Property and Risk. Title to the delivered Goods shall only pass to Buyer until full payment and all other amounts on any account whatsoever due from Buyer are received by S.C. The Goods shall, unless otherwise agreed, remain the property of S.C. until all amounts that Buyer owes to S.C. for the relevant Goods and all other amounts on any account whatsoever due have been paid in full.
- 3.5. Until title to the Goods passes to the Buyer, Goods shall be held by Buyer as bailee for S.C and the Goods shall be kept (at no cost to S.C) separately from all other goods of Buyer or any third party and shall store or mark them so that they can at all times be identified as S.C.'s property. Without prejudice to the Buyer's strict obligations under these Terms and Conditions, if the Goods are not so stored and marked, S.C. shall acquire title in such property with which the Goods have been mixed as would represent the value of the Goods. S.C. shall be entitled to maintain an action for the price of any Goods notwithstanding that property in them has not passed to Buyer. Risk of damage to or loss of the Goods shall pass to Buyer at delivery or on the date delivery should have taken place.
- 3.6. All above stated provisions shall be withheld even if S.C. coordinates any transportation arrangements.

## 4. PRICES AND TAXES

- 4.1. Prices. Prices quoted for Goods and/or Services are as mentioned in the Offer. The Offer shall be valid for acceptance for a period of thirty (30) days.
- 4.2. Adjustments. S.C. reserves the right, by giving notice to Buyer, at any time before delivery, to increase prices quoted to reflect any increase in the costs due to any change in delivery dates, quantities or changes to the Order details as stated above by Buyer or any factor beyond the control of S.C.
- 4.3. Taxes. Unless expressly stated in the Offer, prices for Goods and/or Services are exclusive of any present or future sales, VAT (if applicable), revenue or excise tax, state fees, turnover tax, duties, charges or other taxes applicable to the manufacture, delivery and/or sale of any Goods and/or Services ("Taxes"). Buyer shall pay all Taxes, in addition to the prices invoiced for the Goods and/or the Services. Should S.C. be obliged to pay any Taxes in respect of the delivery of the Goods and/or the Services, Buyer shall refund the same within fifteen (15) days after request of S.C. If any payment by the Buyer is subject to withholding tax, the Buyer agrees to increase the prices which are subject to a withholding or pay an additional amount, as is necessary to ensure that S.C. receives the same amount it would have received if there had been no withholding. Prices may be adjusted by S.C. to reflect changes to the tax laws.

## 5. TERMS OF PAYMENT

- 5.1. Payment. All payment terms shall be thirty (30) days from the date of invoice, unless stated differently in the Offer. New Buyers agree to perform advance payments.
- 5.2. Late Payment. The payment terms are of the essence to this Agreement. If Buyer fails to make payments on the due date, without prejudice to any other right or remedy available to S.C., S.C. shall be entitled to: (i) cancel, totally or partially, the Order or/and any further deliveries or/and the Agreement; (ii) seize any payment for any other Order made by Buyer as S.C. may think fit; and/or (iii) automatically and without further notice, apply to the outstanding amount, as from the moments the amounts were due, an interest equal to one and a half percent (1,5)% or the interest rate permitted by applicable law, to the unpaid balance per month or the interest rate permitted by applicable law, whichever is higher, determined and compounded daily from the date the payment is due until the date full payment is received by S.C.
- 5.3. Buyer shall reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees, fees for collection agencies or administrative costs) incurred and requested by S.C. to collect any outstanding amount that is not paid when due.
- 5.4. Currency. All payable amounts under this Agreement shall be due in Euro, unless otherwise agreed in writing. If Buyer specifies a currency other than Euro, S.C reserves the right to amend the quoted price by any amount to cover movements in the exchange rate between the currency of the quotation and Euro arising between the time of quotation and acceptance of the Purchase Order.

## 6. TERM AND TERMINATION

- 6.1. Term. These Terms and Conditions shall take effect as of the date stated above and shall continue in full force and effect for a period of 5 years, unless otherwise terminated by S.C.
- 6.2. Termination. In the event of breach of the Buyer, S.C. may terminate the Agreement and/or the Terms and Conditions and/or Offer by simple written notice.
- 6.3. Bankruptcy. If Buyer makes any voluntary arrangement with its creditors, becomes bankrupt or goes into liquidation or S.C. is of the opinion that any of the above mentioned events is about to occur, then S.C. shall be entitled to cancel or suspend the delivery or any further delivery of the Goods and/or Services as mentioned in the Agreement, without any liability to Buyer and if the Goods and/or Services have been delivered but not paid for, S.C. has the right to immediately collect the outstanding amount due.
- 6.4. Termination of the Agreement shall not affect any rights of S.C. arising prior to such termination.

### 7. WARRANTY AND DISCLAIMER

- 7.1. For a period of six (6) months starting from the date of delivery ("Warranty Period"), S.C. warrants to Buyer that Goods sold hereunder shall be free from material defects in title, manufacture and materials that cause the Goods to not materially conform to the Specifications and the Agreement.
- 7.2. S.C. shall supply Goods that materially conform to the Specifications and Buyer shall be responsible for providing valid information on how the Goods are used and installed upon request of S.C. If S.C.'s Goods prove to be defective by the Buyer; Buyer must immediately inform S.C. and immediately return Goods to S.C. S.C. shall make the final determination as to whether the Goods are defective.
- 7.3. If any failure to meet the foregoing warranty appears within the Warranty Period, Buyer shall promptly notify S.C. and make the Goods immediately available for correction at S.C. premises at Buyers costs. S.C. shall thereupon correct the Goods, at its option, for (i) repairing the defective Goods; or (ii) making available necessary replacement Goods under the same delivery terms that were used in the case of the original delivery; or (iii) refund the price of the Goods in question. Supply of repaired or replacement Products by S.C. pursuant to Section 7.2 shall not extend the duration of the Warranty Period.
- 7.4. If Buyer claims the existence of a latent defect in the Goods, Buyer shall prove that the latent defect existed at the moment of delivery of the Goods.
- 7.5. S.C. shall not be liable for any apparent defects on accepted Goods.
- 7.6. The warranty and remedies set forth in this article will not apply to (i) any alterations or modifications of, or additions to, S.C.'s Goods made by parties other than S.C.; (ii) use of the Goods in a manner for which they were not designed or not in accordance with the applicable Specifications; (iii) abnormal usage or misuse of the Goods, (iv) in case of , accident due to abnormal behavior of the Buyer, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Goods; (v) the combination, use, or interconnection of the S.C. Goods with other products not supplied or not approved by S.C.; (vi) normal wear and tear due to environment or operation, excessive operation at peak capability, frequent starting, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids; or (vii) Buyer's or a third party's negligence. If S.C. determines that any warranty claim reported by Buyer falls within any of the above exceptions, Buyer shall pay S.C. for its Services at S.C.'s time and materials rates then in effect.
- 7.7. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, S.C. MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. S.C. EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. S.C. DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE S.C. GOODS OR AGAINST INFRINGEMENT. S.C. DOES NOT WARRANT THAT OPERATION OF THE S.C. GOODS WILL BE SECURE OR UNINTERRUPTED. S.C. EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED ON A CUSTOMER'S OR THIRD PARTY'S USE OF S.C. GOODS. EXCEPT FOR THE RIGHTS SPECIFICALLY GRANTED IN THIS OFFER, BUYER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF S.C. TO ANY DISTRIBUTOR, CUSTOMER, OR OTHER THIRD PARTY.

### 8. LIMITATION OF LIABILITY

- 8.1. Disclaimer. S.C. SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COST OF LABOR, DELAY, LOST PROFITS, LOSS OF REVENUE, LOSS OF REPUTATION, PENALTIES OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE AGREEMENT OR THE PERFORMANCE OR NON-COMPLIANCE THEREOF, WHETHER FOR BREACH OF AGREEMENT, BREACH OF ANY IMPLIED CONDITION, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR REPRESENTATION. S.C. TOTAL CUMULATIVE LIABILITY IN RESPECT OF ANY OCCURRENCE OR SERIES OF OCCURRENCES UNDER THE AGREEMENT FOR DIRECT DAMAGES OR ALLEGED DAMAGES WHETHER IN CONTRACT (INCLUDING NON-COMPLIANCE OR BREACH OF ITS CONTRACTUAL OBLIGATIONS) OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED IN THE AGGREGATE SEVENTY FIFTY PERCENT (50%) OF THE PRICE OF THE LAST ACCEPTED ORDER.
- 8.2. NOTHING IN THESE SALE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF S.C. FOR DEATH OR PERSONAL INJURY CAUSED BY S.C.'S NEGLIGENCE OR FRAUDULENT MISREPRESENTATION.

### 9. INTELLECTUAL PROPERTY INFRINGEMENT

- 9.1. If any official suit or claim is made against Buyer by a third party stating that the Goods infringe any patent, copyright, trade secret, trademark, or other intellectual property rights of any third party, then unless the official suit or claim arises from the use or misuse by the Buyer of the Goods with the Goods Specifications, S.C. shall reimburse the Buyer within the limits of article 8 above against damages finally awarded by the Belgian Courts in connection with the such suit or claim provided however that such suit or claim is received by S.C. within one (1) year from date of delivery of the Goods and/or Services and provided that S.C. is given full control of any proceedings or negotiations in connection with any such suit or claim. Buyer agrees to give all assistance to S.C. as it may require and agrees to take all steps as S.C. may reasonably require to mitigate or reduce any such loss, damages, costs or expenses related to such official suit or claim. S.C. shall have no liability in case the official suit or claim arises from (i) the misuse or the use non conformant with the Specifications by the Buyer, or (ii) Goods modified by anyone other than S.C., or (iii) the combination or operation Goods with any non-S.C goods all to the extent the infringement arose from the combination or operation.
- 9.2. Ownership of any patent, copyright, trade secret, trademark, design or other intellectual property rights in or relating to the Goods and/or Services shall be retained by S.C. and Buyer shall acquire no rights hereto.

### 10. CONFIDENTIALITY

Except as required by applicable law, Buyer shall not use (except for purposes connected with the performance of the Offer), divulge or communicate to any third party any information of S.C. it knows or should have known to be confidential. Buyer and Buyer's personnel, agents and subcontractors shall fully respect the confidentiality of S.C.'s internal business affairs. Buyer hereby agrees to treat as confidential all information obtained from S.C. or communicated to Buyer pursuant to the Agreement (or through discussions or negotiations prior to date of the Agreement being placed) or acquired in the performance of the Agreement, and will not divulge such information to any person third part and will use such information solely in connection with performing its obligations under the Agreement and not for its own benefit or for the benefit of any third party.

### 11. GENERAL

- 11.1. Force Majeure. S.C. shall not be liable to Buyer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of S.C.'s obligations in relation to the Goods, if the delay or failure was due to any cause beyond S.C.'s reasonable control.
- 11.2. Survival. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
- 11.3. Governing Law. This Agreement and its performance shall be governed by and construed in accordance with the Laws of Belgium and without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Courts of Brugge are exclusive applicable.
- 11.4. Other than as specifically set forth in this Offer, the Agreement is intended for the sole benefit of the parties and no third party may seek to enforce or benefit from these Terms and Conditions. Any law granting enforcement rights to third parties shall not apply to the Offer, and no person other than S.C. and Buyer may enforce any rights under it.
- 11.5. This Agreement shall apply to all Goods and Services delivered by S.C. and shall prevail over all prior communications, letters, correspondences, markings, conferences, and written or oral agreements, with respect to the subject matter of this Agreement.