

Plastic Constructions & Installations

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STANDARD TERMS AND CONDITIONS

Plastic Constructies Robert Teblick BVBA (PCRT), situated at Moerelei 139-141-143, 2610 Wilrijk Antwerp (Belgium), enrolled in the Antwerp Commercial Register Number BE 0415.297.877, provides the following Terms and Conditions which apply to all quotations and sales made by PCRT. All purchases by customer, owner or its agent ("Buyer") are expressly limited and conditioned upon acceptance of the following terms and conditions and any provision, printed or otherwise, contained in any purchase order, confirmation or acknowledgment inconsistent with, different from or in addition to the following Standard Terms and Conditions are not accepted by PCRT unless specifically agreed to in writing.

1. Quotations

PCRT's quotation is valid for 30 days from the date of the quotation unless otherwise stated. This quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of PCRT and are provided to buyer with the understanding that buyer will use the information solely for internal purposes. Quotations, and the proprietary information contained therein, may not be disclosed to any third party or be used in the preparation of any request for quotation for equipment similar to, or as a substitution for, equipment quoted by PCRT.

2. Price modification and other charges

PCRT's price does not include any transportation, crating or packaging charges, or any taxes, excises, duties, tariffs or other governmental charges which PCRT may be required to pay or collect under any existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the equipment sold by PCRT.

3. Payment and credit terms

Each shipment is a separate transaction and payment will be made accordingly. Unless otherwise specified in writing by PCRT, payment for equipment furnished will be made net 30 days from the date of shipment. If the buyer shall withhold payment of monies properly due and owing to PCRT, the latter shall have the right to claim interest on the outstanding amounts at the prevailing rate of interest of the Belgian courts, from time to time. PCRT will in that event also be entitled to an indemnity for late payment of 10% of the contract price. If shipments are delayed by the buyer, payment will become due from the date PCRT is prepared to make shipment. Equipment held for buyer because of any delay due to buyer's request to hold or inability to receive the equipment, will be at the risk and expense of the buyer.

4. Limited warranty

If, within 12 months after the date of shipment or one year after start up, whichever occurs first, any equipment furnished by PCRT proves to be defective in material or workmanship upon examination by PCRT, PCRT will repair the equipment or supply identical or substantially similar replacement equipment ex works Wilrijk (Belgium), PCRT's manufacturing facility, at PCRT's sole discretion. Any replacement equipment will be warranted against defects in material or workmanship for the warranted portion of the warranty applicable to the particular equipment. PCRT will not be responsible for costs of removal, installation or re-installation of any equipment or items supplied by third parties, where such removal, installation or re-installation is required to repair or replace any defective equipment. Furthermore, PCRT will not be responsible for and assumes no liability for materials or workmanship or any transportation charges, labor costs or other related expenses for any work performed by third parties in the repair or replacement of defective equipment, without PCRT's prior written consent. This warranty will be voided if (a) the equipment has not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by PCRT; (b) the equipment has been subjected to any accident, misapplication, environmental contaminant, corrosion, improper passivation, abuse or misuse; (c) buyer has used, repaired, or modified the equipment after discovery of the defect, without PCRT's prior written consent; (d) buyer refuses to permit PCRT to examine the equipment and operating data to determine the nature of the defect claimed; or (e) buyer fails to meet its obligations under paragraph 5. To the extent not prohibited by law, there are no other warranties express or implied except as provided in this section; seller disclaims any implied warranty of merchantability or satisfactory quality or fitness for any particular purpose. Seller disclaims any warranty as to the quality, capacity, efficiency, condition or performance of the goods, except as expressly provided in a written agreement signed by seller.

5. Limitation of liability

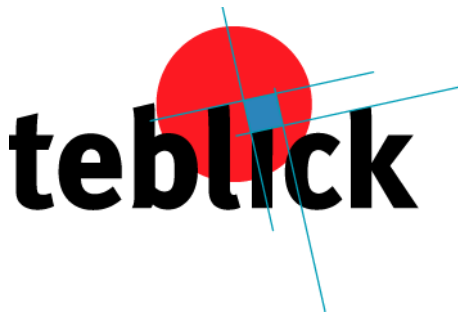
Other than for death or personal injury resulting from seller's negligence, seller's liability is limited to the price allocable to the equipment determined defective, and in no event will seller's cumulative liability be in excess of the total payments received from buyer for this order, whether arising under warranty/guarantee, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever. Seller will not be liable for loss of profits, business, revenues, anticipated savings, goodwill or other economic loss (whether direct or indirect) or any special, indirect, incidental or consequential loss or damage, in each case whether arising under warranty or guarantee, contract, negligence (including negligent misrepresentation), strict liability, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care, by operation of law or otherwise. These limitations shall apply notwithstanding any fundamental breach or failure of essential purpose of any limited remedy. Buyer's remedies are limited to those remedies stated herein and these remedies shall not fail their essential purpose because buyer is limited to the exclusive remedies as stated herein.

6. Technical assistance

It is expressly understood that any technical assistance or installation services furnished by PCRT will be addressed in a separate written agreement between the parties. In no event will any technical assistance or installation provided by PCRT constitute a waiver by it or any of these standard terms and conditions or affect or expand PCRT's obligations as stated in paragraphs 4 and 5.

7. Patents

PCRT will defend and indemnify buyer from any claim, suit or proceeding brought against buyer based on an allegation that the equipment as manufactured and furnished by PCRT and used in the manner for which it was intended and sold to buyer, constitutes an infringement of any patent, if PCRT is notified promptly in writing and given authority, information and assistance for the defense of such claim, suit or proceeding. All aspects of the defense and settlement of any such claim, suit or proceeding shall be within PCRT's sole discretion. Buyer remains solely responsible for its own costs, including all fees and expenses of its own counsel if any, or its personnel, incurred in conjunction with the defense of such claim, suit or proceeding. Should it be held that the equipment constitutes an infringement and the use of the equipment is enjoined, PCRT will, in its sole discretion and at its own expense, either procure, for buyer the right to continue using the equipment, or replace the equipment with non-infringing goods, or modify the equipment to become non-infringing. This indemnification does not apply to any liability for infringement (i) of any method patent where the equipment is used with other apparatus for carrying out a process resulting in a combination of elements which is deemed to infringe a method patent, or patent directed to a



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combination of elements (ii) the equipment is modified by the buyer, or (iii) the equipment is used by buyer in a manner different than the use communicated to and understood by PCRT at the time the equipment was sold to buyer and such use constitutes infringement PCRT's obligations under this indemnity, including all of its costs, associated with the defense of any such suit or proceeding, shall in no event exceed the purchase price of the infringing equipment, as provided in paragraph 6. Buyer will indemnify PCRT from any suit or proceedings brought against PCRT, by any third party, based on claims resulting from exceptions (i), (ii) and (iii) as stated above, or with respect to claims of infringements where the equipment was designed and manufactured in accordance with the design or specifications furnished or required by buyer.

8. Back charges

No back charges will be paid or allowed by PCRT, unless PCRT is notified in writing of any equipment defect claim or omission pursuant to paragraph 4. All back charges must be approved in writing before any equipment is repaired, replaced or altered in any manner by buyer or his designee or returned to PCRT

9. Title and risk

Title in the goods shall pass to the Buyer only upon payment in full. The risk in the goods shall pass to the Buyer upon delivery in accordance with the order.

10. Cancellation fee

Buyer may not cancel any order, except upon written notice and payment to PCRT of all reasonable costs arising from the cancellation, plus a cancellation fee of 25 %.

11. Force majeure

PCRT or the buyer will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented (a) by any circumstance (except financial) reasonably beyond their control or (b) by fire, explosion, break-down of machinery or equipment, plant shut-down, strikes or other labor disputes, riots or other civil disturbances, or voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority. In addition, PCRT will be excused in the event of its inability to obtain materials, necessary for manufacture of the equipment, or total or partial failure of any of its usual means of transportation of the equipment.

12. Assignability

No claim against PCRT arising directly or indirectly out of or in connection with the equipment furnished by PCRT to buyer may be assigned by buyer or by operation of law without the prior written approval of PCRT.

13. Shipment

All equipment will be shipped Ex Works Wilrijk (Belgium) unless otherwise stated. If buyer has not issued inspection and shipping instructions by the time the equipment is ready for shipment, PCRT may select any reasonable method of shipment, without liability by reason of its selection.

Shipments may be insured at buyer's expense, and PCRT will not place a valuation upon shipments unless specifically requested in writing by buyer or required for export purposes.

14. Severability

Invalidity of any of these standard terms and conditions will not affect the validity of any other provision and the remaining provisions will remain in force and effect.

15. Waiver

Failure to enforce any of these standard terms and conditions in a particular instance will not constitute a waiver of or preclude subsequent enforcement of any of these provisions.

16. Applicable law

The agreement of the parties shall be construed and enforced in accordance with the laws of Belgium and venue for any dispute shall be Antwerp (Belgium).

17. Acceptance clause

Please provide with the text **read and approved**