

GENERAL TERMS AND CONDITIONS

1. SERVICES UNDER CONTRACT

The term "Services Under Contract" shall mean all consulting, engineering, testing and other analytical efforts included in or added by agreement to Customer's purchase order as accepted by Seller. Customer's purchase order and Seller's proposal cover services only and do not concern a sale of goods or material.

2. ACCEPTANCE OF ORDER AND TERMS OF CONTRACT

Customer's purchase order and any additions to it are subject to final acceptance by Seller and this proposal may be withdrawn or modified at any time prior to such acceptance.

3. PRICE QUALIFICATION

The customer will be billed for the Services Under Contract as stated in the proposal. Any price estimate stated as such in this proposal is only an approximation concerning the Services Under Contract. Seller does not guarantee and is not restricted to this estimate: however, a revised estimate will be supplied to the customer in the event of significant deviations from the work program proposed. Seller will not incur charges or other expenses relating to work beyond the scope of this proposal without the Customer's approval.

4. TERMS AND TIME - PRICE DIFFERENTIAL

Payment is due and payable, unless otherwise stated in this proposal, within thirty days of billing for the Services Under Contract. A service charge of 1.5 % per month, or any fraction thereof, is deemed a part of this proposal and will be levied as a time-price differential on all invoices unpaid when due.

5. CUSTOMER TO SUPPLY OR RETRIEVE INFORMATION, MATERIAL OR PARTS

Customer will furnish Seller, as requested in the proposal, upon request and at Customer's expense, sufficient information, material or parts to be analysed in conjunction with the Services Under Contract. Seller may bill Customer for delays Seller deems unnecessary or unreasonable in furnishing such items or information. Customer will retrieve at Seller's request and at Customer's expense, any such information, material, or parts. Customer acknowledges that information, material or parts supplied to Seller may be subject to destruction or damage during the testing process. Seller shall not assume any responsibility for items left in its possession 30 days following the date Seller requests removal by Customer.

6. SCHEDULE OF COMPLETION

Any estimate made in the proposal for completion of the Services Under Contract is approximate only and will begin to run from the date Seller accepts Customer's purchase order, or from the date Seller receives complete information, material or parts necessary to proceed with the Services Under Contract, whichever is later

13.1. The following shall count as circumstances resulting in a discharge of liability, insofar as they occur after this contract has come into being and prevent the performance thereof: industrial conflicts and all other circumstances, inter alia fire, mobilisation, attachment, embargo, currency transfer bans, revolt, shortage of means of transport, general shortage of raw materials, and restrictions on power consumption, if the occurrence of these other circumstances is beyond the parties' control.

13.2. The party that invokes the above-mentioned circumstances must immediately notify the other party of the commencement of said circumstance, and also the conclusion thereof.

If one of these circumstances occurs, both the Seller and D2S are relieved of all liability.

13.3. The consequences of the aforementioned circumstances, insofar as these have an effect on the timely fulfilment by the parties of their obligations, are described in Articles 7 and 9. However, if the implementation of the contract within a reasonable period of time becomes impossible as a result of these circumstances, each of the parties shall be entitled to terminate the agreement by means of a written notification, without intervention of the courts.

13.4. In the event of termination of the contract pursuant to Article 13.3, the division of the costs already incurred for the implementation of the contract shall be settled amicably between the parties.

7. PRODUCTION AND PERFORMANCE SPECIFICATIONS

Any production or performance specifications made to customer with or as part of the Services Under Contract are strictly estimates based upon Seller's analysis of the information, material or parts to be analysed by the Services Under Contract. NO SUCH PRODUCTION, PERFORMANCE OR PROBABILITY ESTIMATE CONCERNING THE ITEMS OR DATE TO BE REVIEWED UNDER THE ACCEPTED PURCHASE ORDER SHALL CONSTITUTE A WARRANTY OR GUARANTEE OF PRODUCTION OR PERFORMANCE RESULTS.

8. PATENT INFRINGEMENT

The Customer retains full control of and is solely responsible for the ultimate mechanical design of its equipment, machinery systems and products. Seller does not warrant that the equipment, machinery, systems or products derived from this proposal will not infringe upon the claims of any domestic or foreign patents. Seller does not warrant against such infringement resulting from the use thereof in combination with other designs products or materials, or in the operation of any process. Customer agrees to undertake the defence of Seller in any infringement litigation related to the Services Under Contract, and to indemnify Seller for all damages, costs and legal fees assessed in such litigation.

9. INDEMNIFICATION

Customer acknowledges that it retains responsibility for the ultimate mechanical design, performance, manufacture and use of any product or information related to the Services Under Contract. Customer assumes liability for, and agrees to indemnify, protect, and save the Seller harmless from and against all liabilities, damages, claims, suits, and costs, including legal expenses, incurred or asserted against Seller in any way related to or arising out of the Services Under Contract.

10. SEVERABILITY

These Terms and Conditions are severable. If any of them are declared to be invalid, such invalidity shall not affect the other terms and conditions between Seller and Customer.

11. INTEGRATION

These Terms and Conditions, Seller's proposal, and Customer's purchase order as accepted by Seller constitute the complete agreement between the parties. They supersede all prior oral or written statements of any kind whatsoever made by the parties or their representative or agents. No verbal understanding or prior course of dealing shall modify, add to or detract from these Terms and Conditions unless agreed to in writing by Seller.

12. GOVERNING LAW

The agreement between Seller and Customer shall be governed by the Belgium law.

13. CAPTIONS

The captions herein are for convenience of reference only and do not define or limit any of these terms and conditions.

14. EXPIRATION DATE

This proposal shall remain valid for sixty (60) days from the date of submission, unless sooner terminated in writing.