

# GENERAL TERMS AND CONDITIONS

## 1. SERVICES UNDER CONTRACT

The term "Services under Contract" means any provision of services relating, in particular, to assistance, engineering, testing and other analysis services more fully specified on the Customer's purchase order as accepted by D2S International. The Customer's order form, as well as the offers made by D2S International, relate solely to the provision of services and do not imply the sale or provision of technical or scientific equipment.

## 2. ORDER ACCEPTANCE

D2S International may accept or refuse orders. The Customer's orders imply the Customer's acceptance of these general terms and conditions. A contract is only concluded after acceptance of orders by D2S International. The Customer shall provide proof of acceptance or refusal in writing. An offer can always be withdrawn or amended by D2S International before the order is placed.

## 3. PRICE, TERMS OF PAYMENT AND INTERESTS ON LATE PAYMENT

The Service under Contract will be invoiced to the Customer as specified in the quotation. A revised quotation will be issued to the Customer in the event of a significant deviation from the proposed work programme.

Unless otherwise agreed in the contract, the invoice is payable and due no later than thirty days after the invoice date. If the Customer fails to pay within the agreed payment term, or in the absence thereof, within the statutory payment term, D2S International shall be entitled from the following day, ipso jure and without notice of default, to payment of interest at the reference interest rate increased by 7 percentage points and rounded up to the higher half a percentage point.

The reference interest rate is the rate applied by the European Central Bank to its most recent main refinancing operation as defined by the Law of 2 August 2002.

In addition, if the Customer fails to pay within the agreed payment period, or in the absence thereof, within the statutory payment period, without prejudice to his right to reimbursement of legal costs in accordance with the provisions of the Judicial Code, D2S International shall be entitled to reasonable compensation by the Customer for all relevant recovery costs incurred by the late payment, as determined by the King.

This compensation corresponds to the damage suffered by D2S International and the administrative costs incurred in this respect.

The fact that the Customer accepts or signs commercial papers, at the time of the order or afterwards, does not imply any novation of debt, nor any modification or waiver of the general terms and conditions.

## 4. DELAYS - FORCE MAJEURE

The time limits mentioned in the contract shall be considered as information only. In any event, the period shall only begin to run from the date on which D2S International accepts the Customer's order form, or from the date on which D2S International receives all the information, material or components necessary for the provision of the Services under Contract, whichever comes later.

a. Liberating circumstances are those events that occur after the conclusion of the Agreement and which prevent its execution, such as industrial disputes, fire, mobilisation, seizure, embargo, ban on foreign exchange transfers, insurrection, shortage of means of transport, general scarcity of raw materials, restrictions on energy consumption, if these other circumstances occur beyond the control of the parties. This list is not exhaustive and is only given as an example.

b. The party invoking a liberating circumstance must immediately inform the other party in writing of its occurrence, as well as of its expiry.

c. If one of these circumstances occurs, the performance periods will be extended by a duration equal to that of the continuation of these circumstances.  
d. If, as a result of one of these liberating circumstances, the performance of the contract becomes impossible within a reasonable period of time, each of the parties is entitled to terminate the contract by giving written notice to the other party. In such a case, D2S International shall be entitled to payment for the services it actually performed.

## 5. OBLIGATION OF THE CUSTOMER TO DELIVER OR TAKE BACK INFORMATION, MATERIAL OR PARTS

The Customer shall provide D2S International, as set out in the quotation, at D2S International's request and at the Customer's expense, with sufficient information, material or parts to be analysed in the context of the Service. D2S International may charge the Customer for any delay in the delivery of these elements or information deemed unnecessary or unreasonable by D2S International. D2S International is not liable for the information, material or parts delivered to D2S International that are destroyed or damaged during the tests. At D2S International's request, the Customer shall, at his own expense, take back all information, material or parts. D2S International is not liable for items that are still in its possession 30 days after the date on which D2S International asked the Customer to take them back.

## 6. GUARANTEES – COMPLAINTS

All production and performance data provided to the Customer, with or as part of the Services under Contract, shall serve as a mere indication, based on the analysis by D2S International of the information, material and/or components made available by the Customer and which can be analysed in accordance with the agreed Service. None of the advice, directions and recommendations concerning production, performance or information constitutes a guarantee for the production or performance results, unless expressly agreed otherwise in writing. The Customer retains full control over and shall only be liable for the final design of its equipment, machines, systems and products. D2S International does not guarantee that the equipment, machines, systems or products arising from this offer will not infringe any rights arising from domestic or foreign patents. Complaints relating to the Services under Contract must be notified to D2S International by registered letter within eight days of the termination of the order. The compensation will never exceed the price of the Services under Contract.

## 7. CANCELLATION

The parties expressly agree that if the Customer cancels the order, whether before, during or after commencement of execution, the Customer shall owe one third of the agreed price by way of lump-sum and conventional compensation. If the order has already been executed for more than one third, the Customer will be invoiced pro rata for the execution, unless D2S International can prove greater damage.

## 8. JOINT AND SEVERAL LIABILITY

If several principals enter into a Service Provision Agreement together, each contracting party commits himself jointly and severally and indivisibly, regardless of his capacity, to the execution of the Agreement and to this end he makes a strong commitment to D2S International.

## 9. NATURE OF THE GENERAL TERMS AND CONDITIONS

Should one or more provisions of these general terms and conditions be declared invalid or null and void, or should one of them be deviated from, the other terms and conditions will remain valid. The general terms and conditions, D2S International's offer and the Customer's order form, as accepted by D2S International, constitute the entire agreement between the parties. They replace all oral or written statements made by the parties or their representatives or agents. No verbal agreement may alter, add to or prejudice these terms and conditions without the written consent of D2S International. In the event of any inconsistency, the general terms and conditions shall first apply, then D2S International's quotation and finally the Customer's order form.

## 10. APPLICABLE LAW AND COMPETENT COURT

The agreement between the Customer and D2S International is governed by Belgian law. Parties may agree to submit any dispute to an arbitrator or to an arbitral tribunal. Failing such agreement, only the courts of the judicial district of Brussels shall have jurisdiction to hear any disputes.

## 11. VALIDITY

This offer remains valid for a period of thirty (30) days from the date of issue.

## 12. HEADINGS

The headings are for reference purposes only and do not define or limit these terms and conditions.