



General Conditions of Sales and Furniture of Services

1.- Area of application and binding force

All orders placed with ANPI and all offers made by ANPI are exclusively and solely subjected to the present general conditions, notwithstanding any other condition, among others the client's general and special conditions, whatever the document in which these are mentioned. These conditions are supposed to be known and accepted by the client and apply to all trade relations between parties, not only for the mission for which the general conditions are communicated, but also for all the following new offers, missions and agreements; if, for one or more well-defined missions, the parties depart explicitly and in writing to all or part of the present conditions, the present conditions still apply with regards to the other terms and the previous or following offers, missions and agreements. The acknowledgement by ANPI of the receipt of an order from the client, among others by the signature or the sending by ANPI of a document confirming the order, on which the clients' purchase conditions are mentioned, does not imply acceptance by ANPI of the client's general purchase conditions. The receipt of a document with the present general conditions without written claim within a short time, or the receipt of the good or services ordered by the client implies acceptance by the client of the enforceability of the present general conditions of sales. In all cases where the client does not communicate personally, but through a third party, the missions to ANPI, the client is completely liable for all the obligations arising from the present conditions.

2.- Price offers, additional costs

The price offers made by ANPI remain valid for 3 months. Prices are binding and not subjected to revision. The price offers by ANPI are excluding taxes and/or Belgian or foreign duties, which are always supported by the client. Prices do not include the possible furniture costs. ANPI has the right to include the amounts arising from those costs in the agreed price if it had to advance those costs or still has to pay them. All the costs and provisions (for example the additional inspections that, notwithstanding the agreed mission, would be considered necessary by ANPI as a result of observations made during the performance of the mission, the costs for a safety officer or for immobilization of the staff, the working hours out of standard hours, the travelling and living expenses, the user fees and duties for the use of the appliances and equipment, etc.) that have not been included in the offer or agreement and that, whatever the reason may be, are necessary or have also to be executed at the client's request, are calculated separately at the terms in force at the time of performance of those additional services.

Give rise to a price increase the services performed :

- on Saturday : surcharge of 50%
- on Sunday/official holidays : surcharge of 100%
- work in shifts : surcharge of 25%
- between 20 h 00 and 06 h 00 : surcharge of 50%
- overtime : surcharge of 25%

These extra charges shall not be drawn concurrently.

3.- Price adjustments

All prices agreed between the client and ANPI are only valid until December 31 of the year the agreement has been reached and are always subject to adjustment the first of January of the following years.

4.- Orders

If the order confirmation is transmitted to ANPI after the expiry date of the offer's validity, ANPI is free to accept or refuse that order. The absence of response from ANPI to that offer shall never be referred to by the client as an implicit acceptance of that offer by ANPI. Orders shall not be cancelled by the client, except case of force majeure. In the event of recurring orders of goods or services, the client is only entitled to terminate its orders upon three months' notice if the annual turnover generated by the recurring orders is equal to or less than € 5,000, upon six months' notice if that turnover is higher than € 5,000 and less than or equal to € 25,000 and upon one year's notice if the turnover is higher than € 25,000. In case of non-observance of this notice, the client shall have to pay an indemnification equal to the amount that ANPI could have invoiced if the term of notice had been met, after deduction of the cost of variable expenses relating to these orders.

5.- Performances and terms of execution

5.1. Performances

To the largest possible extent and without this enumeration being restrictive, the performances shall refer in particular to the following activities :

- development of orders/intervention programs, either on its own initiative, either at the request of the client or his representative;
- examination of all documents necessary to the good implementation of the mission;
- drafting and/or checking of reports;
- tests, analyses, measurements, controls and inspections of materials, samples and any other object, whatever it may be;
- processes and/or preparatory works necessary to the implementation of the above-mentioned tests, analyses and inspections;
- supply of equipment necessary to the implementation of the mission;
- supply of publications or documentation services;
- edition and emission of certificates and attestations of conformity.

5.2. Methods of execution

A normal day's work counts 8 hours, between 08 h 00 and 17 h 00, from Monday until Friday, without the total duration of the day's work, duration of travelling included, exceeding 9 hours. The provisions carried out on Saturday, on Sunday and on official holidays are not considered as a normal day's work. The travelling hours and waiting times are considered as working hours. Each working period starting between 06 h 00 and 08 h 00 and between 13 h 00 and 17 h 00 and counting more than 4 hours, without exceeding 10 p.m., is considered as shift work. For certain missions, ANPI reserves the right to entrust services to third parties, which have to be considered in that specific case as a single contracting party. The reports of ANPI are written in French or in Dutch or in English on behalf of the client or his representative explicitly designated by him, who explicitly accepts that the conclusions of the report reflect the situation at the time of intervention and that these reports must always be presented and/or mentioned in their entirety and in the context of the intervention.

6.- Specific obligations of the client for external missions

The observance of all the clients' obligations hereafter described constitutes at any time a necessary condition to the execution of performances by ANPI outside its own facilities. In the event of non-observance of one or more of the obligations described hereafter, ANPI has the right to renounce to fulfill the mission or to execute that mission on payment of additional performances, which will be invoiced separately. Requests for intervention as well as all technical and/or administrative information relating to it have to be transmitted on time to ANPI, so that the work can be prepared correctly. Concerning the supply of information, only the client guarantees that they are accurate and complete. The representatives of ANPI shall have at their disposal all facilities in order to carry out their mission accurately, reasonably and safely. The access to the items to be controlled has to be easy and safe. The missions are only carried out in environmental conditions compatible with a correct execution of the mission, in particular in terms of temperature, lighting, atmospheric conditions and safety and hygiene on the place of work. Any modification to the material covered by the mission or any modification to the location of that material has to be communicated to ANPI before the execution of the services.

Are in particular supported by the client, according to the missions of ANPI :

- the availability of the material to be controlled, in the suitable and agreed form and state, including the possible calibration samples;
- the availability of all documents, directives, software, equipment and/or safety devices in conformity with the standards, suitable for or necessary to the materials or installations to be controlled, as well as all access authorizations and access equipment such as certified scaffolding, technical auxiliary equipment (such as fork lift trucks, etc.) necessary to the accurate and safe execution of the mission;
- the supply of electricity, water, lighting, compressed air, etc. necessary to the execution of the mission;
- the accompaniment of the representatives of ANPI. In particular when controls have to take place out of hours and habitual working days, the client will guarantee the presence on site of an authorized person able to give assistance in case of an accident;
- the handling of the devices, installations and technical auxiliary equipment to be controlled;
- the availability and the free use of means of communication, sanitary installations and installations of disinfection;
- the storage of the material of ANPI in an appropriate, adequate and closed place;

- the presence of a representative entitled to acknowledge receipt of the work that has been carried out.

6bis.- Furniture of goods

The furniture and the recovery of materials and equipments to be certified, tested or controlled as well as the equipment necessary to that purpose are free of charges, at the risks of the client, at the address of the ANPI laboratories or in any other laboratory indicated by ANPI. Proof of furniture of materials and equipments shall be produced by any legal means.

7.- Payment

The invoices of ANPI shall be paid cash. All provisions, additional services and mission costs are invoiced as soon as they are executed or achieved. Missions with all-inclusive price can give rise to a phased invoicing. In the event of delay in payment, an interest shall be due ipso jure, without prior notice, from the thirtieth day on following the date of invoicing. The rate of that interest is equal to the interest fixed in pursuance of the law of 2 August 2002 on the fight against delay in payment in business transactions, but without being lower than a rate of 12% per annum. A fixed allowance equal to 5% of the unpaid amounts, with a minimum of € 50, will also be due, and this only to bear the extrajudicial costs. If it is necessary to proceed to a judicial or extrajudicial recovery of the owed sums, and without prejudice to its right to repayment of the judicial costs in compliance with the provisions of the legal Code, ANPI shall be entitled to demand a reasonable compensation from the debtor for all relevant recovery costs incurred as a result of the delay in payment, including the counsel's fees. Any delay in payment gives ANPI the right to suspend immediately and without prior notice execution of whole or part of its services towards the client, regardless of these services being or not part of a same order than that for which certain sums remain unpaid.

8.- Liability / Insurance

ANPI is only bound by an obligation of means, i.e. the commitment to carry out its services, tests and inspections professionally. ANPI does therefore not commit itself to reach a given result. Any delay in the execution of missions by ANPI can not give rise to the payment of damages. Except as otherwise provided by law or regulation, ANPI, its bodies, subsidiaries, representatives and subcontractors disclaim all responsibility for any loss or damage directly or indirectly stemming from an error or a negligence of execution or following this negligence, unless the client proves that the incurred loss or damage is due to an intentional fault of ANPI. The client commits itself to protect ANPI from any possible claim and damage by a third party, resulting from some act or other, even not wrongful, by the client. The client commits itself to take out a third party insurance policy with an insurance company accredited in Belgium and to produce proof of it upon request of ANPI. In the event of ANPI's liability is engaged, it will be limited to the amount of € 5,000,000 for bodily injuries or material and immaterial damages per loss. Possible claims because of defects in the delivered goods, their quality and quantity and any claim about the services carried out shall under no circumstances be referred to in order to refuse payment of the invoiced sums. No compensation between sums due to ANPI and any debt that the client or a third party should be entitled to collect from ANPI shall occur without written and express consent of ANPI, unless the client is a customer in the meaning of the law of 14 July 1991 on trade practice, information and protection of the consumers.

9.- Copyrights

In the event of the delivery of a good protected by any intellectual property right, the delivery of the aforesaid good does not entail transfer of any intellectual property right. More particularly, in case of delivery of goods protected by a copyright or neighbouring right, the delivery of those goods does not entail transfer of rights to the client. No reproduction of the delivered good, even partial, on any support, is authorized without express and written consent of ANPI, except application of legal and binding exceptions. In the same way, no communication to the public of the contents of the goods protected by a copyright or neighbouring right, no lease or loan of those goods are authorized without express and written consent of ANPI, except application of legal and binding exceptions. Notwithstanding the above-mentioned provisions, the inspection reports and certificates delivered by ANPI within the scope of its certification, test and control missions are allowed to be reproduced and communicated to the public for legitimate purposes by the persons to whom these reports and certificates are delivered.

9bis.- Know-how

All information contained in publications or communicated to clients within the context of supply agreements of goods and services, being part of the know-how of ANPI, shall not be used by the client for business purposes, such as for instance the organization of trainings, courses or seminars or for the drafting of documents, publications or others without ANPI's prior written consent. The client is on the other hand allowed to use these data within the scope of its occupation, as far as it does not compete with the activities of ANPI. Are considered among others as being part of the know-how of ANPI all technical data that do not belong to the public domain and that are originating from ANPI, unless the client is able to prove that he had been aware of these technical data before ANPI transmitted them to him.

10.- Private life

In case of communication of the client's personal data to ANPI, the client has to give his consent to the processing and the storage of his personal data by ANPI that is responsible for the processing, within the scope of management of the client's data file, and to the sending of publications for the goods and services of ANPI. ANPI is also entitled to transmit these data to third parties, for direct marketing purposes. The client has a right of access to his data and is entitled to rectify these in case of inaccuracy. He has also the right to object to any processing of these data for direct marketing purposes. To exercise these rights, the client addresses a written request to ANPI.

11.- Special provisions for supply of publications, documentation and information services

According to the means at its disposal, ANPI selects with great care the authors of the various articles, texts, photographs, drawings and diagrams figuring in its publications. However, ANPI shall in no way be held responsible for the contents of the above-mentioned publications, for their incomplete nature or inaccuracy. The delivery dates for those publications are mentioned for information only and ANPI shall in no way be held responsible for any delay in the delivery date stipulated in the contract. In the event of a subscription to a publication or a documentation and information service, the subscription remains valid, except as otherwise provided in the subscription form, for a complete calendar year. The subscription is automatically renewed for the following year, unless the subscriber terminates his subscription in writing and notifies it to ANPI at least 1 month before the end of the year. In case of a subscription to a publication, ANPI has the right to modify the frequency of issue of the publication, in return for repayment to the client part of the price of the subscription corresponding, in percentage, to the reduction of the number of periodicals provided for in the subscription. ANPI is also entitled to stop the publication in return for repayment to the client the percentage of the price corresponding to the number of periodicals still to send to the client.

12.- Loss of a right

Any right to bring an action against ANPI expires after a period of one (1) month following the date of the event on which the legal action is based. By way of derogation, in the event of the client being a customer in the meaning of the law of 14 July 1991 on trade practice, information and protection of the consumers, the claim concerning the state, the quantity and the quality of the goods and services shall be addressed to ANPI within 8 days after the delivery of the good.

13.- Enticement and recruitment of staff members of ANPI by the client

The client shall not be allowed, during the course of providing the services and for a period of two (2) years thereafter, to entice and to recruit staff members of ANPI or to resort to their services, somehow or other, unless ANPI's prior written consent. The non-observance of this provision shall give rise ipso jure to the payment of a indemnification to ANPI, equal to twice the gross annual wage of the staff member of whom ANPI has been deprived.

14.- Confidentiality

ANPI and the client shall treat in strict confidence all confidential information received within the scope of the performance of the order and shall implement all necessary measures to keep that confidentiality, even after the performance of the order.

15.- Transfer of rights and obligations

None of both parties has the right to transfer its rights and obligations resulting from this contract to third parties without prior written consent of the other, ANPI's sister and subsidiary companies not being considered in this respect as third parties.

16.- Governing law and jurisdiction

Any possible dispute between ANPI and its client shall be settled out of court between the parties involved. Failing agreement between the parties, only Belgian law applies and the courts of the district of Nivelles are exclusively competent.