

functionally equivalent to the original part. The replaced Product, part/parts and/or component(s), shall become the property of the Seller and shall, at the Seller's request, be returned by the Buyer to the Seller at the Seller's expense. The repair or replacement under the warranties covers the costs for materials and labour.

8.7 The return of a faulty Product or parts to the Seller and back to the Buyer The Buyer shall not under any circumstances return a faulty Product or any part to the Seller without the prior written agreement from the Seller. Prior to returning any faulty Product or part thereof to the Seller, the Seller shall, in consultation with the Buyer, establish whether the repair or replacement of the Product shall be carried out at the installation location of the Product or at the Seller's.

If the Seller agrees with the faulty Product being returned to the Seller, the Seller shall issue the Buyer with a RAN ("Return Authorization Number"). The packaging, transport and insurance costs relating to the shipment of the Product believed to be faulty or a part thereof to the Seller for repair or replacement shall be payable by the Buyer. The packaging, transport and insurance costs relating to returning the repaired or replacement Product or part thereof to the Buyer shall be paid by the Seller. The travelling time and the travel and accommodation costs of a service engineer from the Seller to the location where the suspected faulty Product is installed shall be charged to and paid by the Buyer in accordance with the Seller's applicable rates and procedures. 8.8 The measures stipulated under article 8 shall be the sole and exclusive possibilities for the Buyer and the sole and exclusive liability of the Seller for the Seller's infringement of the Warranties concerned.

8.9 THE SELLER SHALL NOT GIVE ANY OTHER WARRANTY OR EXPLANATION, EITHER EXPLICIT OR IMPLICIT, NOR HAS ANY INTENT OF DOING SO, AND EXPLICITLY EXCLUDES ANY OTHER WARRANTY THAT MAY BE INCLUDED OR CREATED BY LEGAL CLAUSES AND REJECTS THESE, INCLUDING, WITHOUT LIMITATION OF ALL IMPLICIT WARRANTIES OF UNINTERRUPTED OR "ERROR FREE" USE OR OPERATION, AND THE MARKETABILITY AND SUITABILITY FOR A SPECIFIC APPLICATION.

8.10 After the end of the Warranty Period the Seller and Buyer shall, at the request of the latter, negotiate in good faith regarding the extent and mutual acceptance for values of after sales services to be supplied by the Seller.

9. COMPLAINTS

The co-contracting party is obliged to check deliveries made. Complaints concerning visible defects must always be received by us by registered post and duly justified within 8 days of delivery or the execution of the works. Complaints concerning hidden defects must always be received by us by registered post and duly justified within eight days of the discovery of the defect. The execution is considered final at the end of this period and no further complaints shall be accepted. The submission of a complaint does not in any event release the co-contracting party from payment, so that the payment conditions must always be respected.

10. CANCELLATION

In the event of the dissolution of the order by the customer the latter shall owe a fixed compensation equal to 20% of the value of the complete order yet to be executed with a minimum of 1,000.00 EUR. NV SPICA reserves the right to prove that it has suffered greater damage. 1

1.1 TERMINATION

11.1 In the event that the buyer should fail to comply with one of his undertakings pursuant to this agreement, this shall legally be dissolved to his detriment. The seller making their explicit will known to this effect is sufficient e.g. by registered letter.

11.2 NV SPICA also reserves the right to consider the agreement rightfully dissolved without any prior notification in the event of the bankruptcy, apparent insolvency and as a result of any change to the legal situation of the customer whatsoever.

12. LIMITATION OF LIABILITY

12.1 In the event of customisation and/or own manufacture, NV SPICA makes an undertaking of effort and not an undertaking for results.

12.2 NV SPICA explicitly rejects any liability for errors resulting from equivocal, incomplete and/or instructions given by telephone.

12.3 In the event that the judge should acknowledge the liability of NV SPICA, this may at all times only maximally equal the amount of the invoice of the delivery concerned.

12.4 A waiver of recourse is granted for liability claims above the insured limits.

13. INTELLECTUAL PROPERTY

The Buyer guarantees and stands guarantor that he legally holds all patents, brands, copyrights and/or other intellectual property in connection with the product to be manufactured. The buyer guarantees and stands guarantor that he shall not infringe the patents, brands, copyrights and/or any other intellectual property or licensing rights of third parties. The Buyer shall indemnify NV SPICA fully in the event that NV SPICA should be the subject of any claims pursuant to the infringement, breach, misuse, etc. of any intellectual property in the broadest sense.

14. TRANSFER

No party may transfer the undertakings pursuant to this agreement either in whole or in part to a third party without prior written authorisation from the other party

15. APPLICABLE LAW AND COURT

All disputes shall be exclusively subject to Belgian law and considered by the Courts of the court district of Kortrijk. The clauses of the United Nations Convention dated 11.04.1980 regarding the purchase agreement of movable assets ("Vienna Sales Convention") are not applicable.