



GENERAL SALES CONDITIONS

ARTICLE 1

The buyer is considered to be fully acquainted with and to accept the present conditions by the mere fact of the placing of the order and/or the receipt of the invoice, regardless of any conditions that may figure on documents of the buyer.

ARTICLE 2

ALUTHERMO S.A. is only obligated by written orders. Oral agreements and/or confirmations by her staff and/or representatives shall not obligate ALUTHERMO S.A., except when confirmed in writing.

ARTICLE 3

Our offers are made in good faith, though they are only approximate. Offers may be altered in case of a rise in the costs of wages and/or charges on wages and/or the costs of raw materials. The prices mentioned on our offers apply only to the goods, services and processes specified therein. Prices and/or other information mentioned in price-lists, catalogues, correspondence or any other document are given in good faith though they are only approximate. All taxes and charges imposed by law are at the charge of the buyer. As far as sales prices contain certain costs of transport, insurance, customs duties and/or taxes, these prices shall be taken from the price-lists that apply at the time of the closing of the sale. Prices mentioned in a currency other than EURO are based on the exchange rates at the time of the closing of the sale. If the exchange rate should have altered by more than 2 % at the time of invoicing, ALUTHERMO S.A. reserves the right to alter the invoice price accordingly.

ARTICLE 4

Delivery dates are given in good faith though they are only approximate. They are not binding. Circumstances such as strike, fire, machine breakdown, irregular supplying, internal organisational problems,... shall be considered to be circumstances beyond ones control when the delivery is obstructed or delayed. Late delivery shall not entitle the buyer to refuse delivery, nor shall ALUTHERMO S.A. be liable for any compensation.

ARTICLE 5

ALUTHERMO S.A. makes all efforts to deliver the exact quantities. A difference of maximum 7,5 % shall however be excepted by the buyer.

ARTICLE 6

The goods are received and accepted in the warehouses of ALUTHERMO S.A., before shipping. The buyer acknowledges to be fully acquainted with all technical and functional specifications of the sold goods. The goods travel at the responsibility of the buyer, even when sold carriage paid.

ARTICLE 7

Any apparent defect is covered by receipt of the goods. Any remarks are to be mentioned on the delivery note. The packaging of the goods shall not prevent them being accepted. The buyer may need to take a random test. ALUTHERMO S.A. may always ex-

change the goods in case of non conformity, with exclusion of any other form of compensation. Any other complaints are to be notified by registered letter within 8 days of delivery, or the delivery shall be considered to be fully and irrevocably accepted. In any case where the buyer should demand ALUTHERMO S.A. to hold him harmless, the buyer shall bear the burden of proof. Claims of the buyer towards the seller can not surpass the value of the goods as invoiced by the seller and shall be reduced thereto.

ARTICLE 7bis

The goods come up to the current state of science and technology. The (ultimate) use or destination of the goods is not known to the seller. The buyer shall inform himself, if necessary with the help of a third party, upon the adequacy and suitability of the goods for the (ultimate) use or destination he intends. ALUTHERMO S.A. cannot be held liable for any compensation when the buyer has not made sufficient inquiries, with the manufacturer or elsewhere, after having informed them of the intended use or destination. In case of processing of the goods into a whole of goods, the buyer shall inform his customers upon the specifications of the whole of goods and of the specifications of the product of ALUTHERMO S.A..

ARTICLE 8

The goods remain property of the seller until the buyer has fulfilled all his obligations towards the seller, including the obligations arising from other transactions. The buyer acknowledges that this clause has been brought to his attention and to that he has accepted this clause prior to the delivery of the goods. With respect to this clause of reserved property the buyer is prohibited to sell the goods when payment of the invoice has not been settled in full, and he is obliged to keep the goods in a good and identifiable state. The seller shall be entitled to compensation in case of infringement. This clause does not alter the passing of the risk as agreed in article 6.

ARTICLE 9

ALUTHERMO S.A., before or during execution of the agreement, reserves the right to claim guarantees for the payment of invoices or the execution of the buyer's obligations. Any costs of establishing these guarantees shall be at the charge of the buyer. If the buyer refuses to establish the requested guarantees, the seller may cancel the whole or a part of the delivery.

ARTICLE 10

Invoices are payable 30 days after invoice-date at the latest, except when agreed otherwise in writing. Except when agreed otherwise all payments are to be done in EURO, net, cash and without rebate, at the registered office of ALUTHERMO S.A.. In order to be valid any quittance must be signed by the administrator or his proxy. Payments not settled on the due date shall carry, by right and without summons, an interest of 12 % per year. In case of partial or full non-payment on the due date, and after summons to pay, the outstanding amount shall be shall be increased with a fixed compensation of 10 %, with a minimum of EURO 50 and a maximum of EURO 1.875, even when granting terms of grace.

ARTICLE 11

Any breach or annulment of agreement or order gives ALUTHERMO S.A. right to compensation and to invoicing of done performance at the agreed rates. In this case the seller may additionally terminate all agreements with the buyer by formal notice, notwithstanding the seller's right to compensation. This clause also applies when the buyer does not meet his obligations, when during execution of the agreement his financial situation should alter, when the buyer is declared bankrupt, in case of insolvency of the

buyer or when the seller may fear to lose his guarantees.

ARTICLE 12

All agreements are subject to Belgian law. Any dispute shall be the exclusive competence of the courts of the district of Eupen.