

GENERAL TERMS OF SALE

(replaces previous version)

1) GENERAL

Unless otherwise agreed in writing, these general terms shall apply to all quotations made by NV RENSON® Sunprotection-Screens, every agreement concluded between NV RENSON® Sunprotection-Screens and the customer and all invoices by NV RENSON® Sunprotection-Screens, irrespective of whether the customer's domicile or registered office is in Belgium or abroad and/or whether delivery is to be made in Belgium or abroad.

The customer's general terms of purchase shall be applicable only if they are accepted by NV RENSON® Sunprotection-Screens in writing.

In the event of a conflict between the terms of purchase thus accepted and NV RENSON® Sunprotection-Screens's current terms, the latter shall always prevail.

2) QUOTATIONS

Unless explicitly stated differently, quotations shall remain valid for 60 days from the date they were drawn up. Should particular costs increase the prices quoted, beyond NV RENSON® Sunprotection-Screens's control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

A variation from the quotation shall also be possible should particular facts, provided by the customer, and necessary for the determination of the price not appear to match reality.

3) NV RENSON® Sunprotection-Screens'S COMMITMENTS

Any undertakings into which NV RENSON® Sunprotection-Screens has entered shall be binding only upon written confirmation on its part.

4) CANCELLATION OF ORDERS

In the event of cancellation by the client within 24 hours of his order, confirmed by RENSON® NV (based on the date of confirmation by RENSON® NV), a sum equal to 25 % of the agreed price shall be due, as a contractual, fixed compensation, with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

Due to the fact that the goods are always custom-made and therefore are only valuable when used on the location where they are constructed, after 24 hours the fixed compensation will be at least the agreed price with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

5) CONTRACTUAL RELATIONSHIP

All agreements between NV RENSON® Sunprotection-Screens and the customer shall be part of an overall contractual relationship. Should the customer not meet his obligations arising under a particular agreement, NV RENSON® Sunprotection-Screens may suspend further performance of both the agreement in question and all other current agreements.

6) PRICES

a) Unless otherwise agreed in writing, prices shall include all drawings specifically needed for the goods bought from NV RENSON® Sunprotection-Screens. Unless otherwise agreed in writing, neither assembly nor installation of the goods nor fastening materials shall be included in the price.

b) Should particular costs have an influence on the agreed price through circumstances beyond NV RENSON® Sunprotection-Screens's control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

7) DELIVERY

a) Unless otherwise agreed in writing, all agreements with the customer concluded by NV RENSON® Sunprotection-Screens shall apply 'ex works'. As a result, NV RENSON® Sunprotection-Screens shall have met its duty to deliver from the moment it has put the goods at the disposal of the customer on its premises. The customer can always have himself represented. If, for any reason, the goods are not collected by the customer on the delivery date, the merchandise shall remain on NV RENSON® Sunprotection-Screens's premises on the customer's account and at his risk including the risk of fire. Unless otherwise agreed in writing, the customer shall bear all costs related to the transport of the goods from NV RENSON® Sunprotection-Screens's premises to the desired destination even where carriage paid delivery is agreed.

b) Agreed delivery times are indicative, unless otherwise agreed in writing. Delivery terms shall be respected as much as possible. Overrunning the delivery term cannot entail any liability on the part of NV RENSON® Sunprotection-Screens neither can it lead to annulling the agreement.

c) The customer shall be bound to check the goods as for good condition and number before taking possession of them and making the necessary, written and specified objections if any to the carrier, who shall be solely liable. Goods shall be returned at the expense and risk of the customer.

d) Changes to the order - if accepted by NV RENSON® Sunprotection-Screens - automatically mean that the delivery date previously set will be postponed. The period of late advance payments shall automatically be added to the delivery date.

8) Colour differences

Differences may occur between the colours of the samples included in the catalogues of N.V. Kestelyn and the actual delivered goods for both indoor and outdoor sunscreens. Minor colour differences may also occur between different paint-spraying shops in the enamelling process of the profiles according to RAL number. Such discrepancies shall under no circumstances entitle the customer to terminate the agreement, nor to refuse payment and/or acceptance of the delivery, or to claim any damages or compensation.

9) FORCE MAJEURE

NV RENSON® Sunprotection-Screens cannot be held liable in case non-compliance with its commitments is caused by acts of force majeure such as war, riot, partial or general strike, partial or general lockout, infectious disease, industrial accident, fire, breakage of machinery, insolvency of suppliers, shortage of raw materials, etc. Force majeure shall in no event entitle the customer to annul the agreement or to claim damages.

10) REFUSAL OF GOODS/DEFAULT BY THE CUSTOMER

If the customer refuses delivery of the goods purchased or does not meet his obligations towards NV RENSON® Sunprotection-Screens, NV RENSON® Sunprotection-Screens may opt for breaking up the entire agreement or part thereof subject to damages or else for enforced execution of the order. It shall be sufficient for NV RENSON® Sunprotection-Screens to make its will known explicitly.

Any termination of the contract, will be judicial and without any prior notice of default or judicial intervention, if notified by registered letter. The customer shall thereby be bound towards NV RENSON® Sunprotection-Screens to compensate all damages incurred including loss of profit, administrative costs, transport costs, storage costs, etc.

Furthermore, NV RENSON® Sunprotection-Screens shall be entitled to defer further execution of both the agreement concerned and other current agreements as a whole or in part.

11) DEFECTS

a) Upon delivery the customer shall check whether the goods delivered show visible damage or defects. Visible damage or defects must be reported by the customer, in a clear and specific way, to the forwarder through remarks on the packing list, and to RENSON® NV by means of a registered letter or a fax within 48 hours after delivery. Late complaints will not be accepted.

b) A complaint concerning hidden defects must be made by registered letter not later than one month after delivery. Late complaints will not be accepted.

c) In the event of an acceptable and justified complaint regarding defects in the goods, NV RENSON® Sunprotection-Screens shall replace or repair the goods delivered. NV RENSON® Sunprotection-Screens may in no event be held to any other compensation and neither can any other penalty be imposed upon it.

12) ASSEMBLY AND INSTALLATION

Assembly and installation can never fall under the agreement between NV RENSON® Sunprotection-Screens and the customer. The customer must at his own expense provide all support and materials required for assembly and installation.

13) MAINTENANCE BY THE CUSTOMER

(RELATES TO SUN PROTECTION SYSTEMS AND CONTINUOUS LOUVRE SYSTEMS)

The customer shall be bound to carry out an annual inspection and maintenance of the sun protection system and continuous louvers and in particular of the fixation of the sun protection system, their components and the louvers.

14) WARRANTY BY NV RENSON® Sunprotection-Screens (RELATES TO SUN PROTECTION SYSTEMS AND CONTINUOUS LOUVRE SYSTEMS)

a) For a period of five years from the date of production, NV RENSON® Sunprotection-Screens warrants, in the event of a defect to non-wearing parts in a sun protection system manufactured by NV RENSON® Sunprotection-Screens, the full revision of the sunprotection system by its technicians in the manufactory or the delivery of spare parts in exchange of the defected parts, to install by the customer/ installer. The transportation of the goods takes place on the account of the customer. The customer can not claim any other compensation or intervention on behalf of NV RENSON® Sunprotection-Screens, such as assembly costs (travel expenses and wages).

b) Neither the primary structure to which nor the manner in which the sun protection system and continuous louvers are fixed (type of fastenings, number, etc.) are determined by NV RENSON® Sunprotection-Screens. When sending out quotations as well as executing orders, NV RENSON® Sunprotection-Screens assumes, unless otherwise specified explicitly, that the sun protection system and continuous louvers will be installed and assembled in conformity with NV RENSON® Sunprotection-Screens's instructions and will be fixed to a steel or concrete structure.

c) At the customer's request, NV RENSON® Sunprotection-Screens can provide initial advice on the wind loads on sunprotection system and continuous louvers. However, in doing so, NV RENSON® Sunprotection-Screens does not give an explicit nor implicit guarantee. Such studies must be carried out by specialized engineering bureaus.

d) All claims under the warranty provided by this clause shall expire in case of :

- improper use, including defects in the primary structure, defects in the fixing of the sun protection system or continuous louver system to the primary structure and defects resulting from the fixing of particular objects to the construction.

- non-compliance with clause 13 of these terms, i.e. inadequate maintenance of the sun protection system or continuous louver system

- defects resulting from improper intervention by the customer or a third party including defects in the installation and assembly of the sun protection system or continuous louver system

- defects caused by wind loads or the force of other natural elements on the sun protection system or continuous louver system

- installation of the sun protection system with components other than those supplied by NV RENSON® Sunprotection-Screens.

15) TAXES

In the absence of a written agreement to the contrary, all taxes shall be borne solely by the customer. A possible change in the amount of taxes can never be ground for breaking up the agreement.

16) ACCEPTANCE OF INVOICE - PAYMENT

Every invoice shall be deemed to have been accepted 8 days from its dispatch unless a written objection is received by registered letter.

All invoices shall be payable at NV RENSON® Sunprotection-Screens's registered office. Payment by transfer, bill of exchange or any other method from abroad does not change this regulation nor shall it imply any debt novation.

In the absence of a written agreement to the contrary, NV RENSON® Sunprotection-Screens's invoices shall be payable as follows:

A. For the sun protection system or continuous louver systems:

- an initial instalment of 30% of the total agreed price must be paid within a period of three days of the customer placing the order.

- a second instalment of 30% of the total agreed price must be paid prior to the anticipated delivery date.

- the balance of 40% of the total agreed price must be within 30 days from delivery.

B. for all other products: the total agreed price must be paid within a period of 30 days from delivery. Unless otherwise agreed in writing, payment must be made in Euros. All payment costs must be borne by the customer.

If NV RENSON® Sunprotection-Screens's faith in the credit worthiness of the customer is shaken by acts of judicial actions against the customer and/or other provable events that put in question or render impossible faith in the proper fulfillment of the customer's obligations, NV RENSON® Sunprotection-Screens reserves the right to postpone the entire order or part thereof even if the goods have already been dispatched wholly or in part and to demand suitable guarantees of the customer. If the customer refuses to provide these, NV RENSON® Sunprotection-Screens reserves the right to cancel the entire order or part thereof. All of the above shall apply without prejudice to NV RENSON® Sunprotection-Screens's rights to damages and interest.

In the event of total or partial non-payment on the due date, unsettled invoices shall be subject, judicially and without prior notice of default, to late payment interest at a rate of 12% per annum and, after notice of default has been given without any result, the outstanding balance shall be increased by 10% of the invoice amount with a minimum of 125 Euro even when a deferred payment has been allowed.

Non-payment of an individual invoice on the due date shall render the outstanding balance of all other invoices, due or not, payable immediately by of right.

17) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual and industrial property rights in drawings, designs, calculations, etc., performed by NV RENSON® Sunprotection-Screens for the client's account and / or delivered to the client remain the property of NV RENSON® Sunprotection-Screens. The drawings, designs and calculations may only be used by the client for the execution of this agreement. They constitute confidential information of NV RENSON® Sunprotection-Screens and, without the prior consent of NV RENSON® Sunprotection-Screens, may not be shared by the client with third parties. Regarding patio roofs with translucent fins, the client is only allowed to have it installed if he/she agrees not to challenge patents DE10 2007 023 088 B3 and EP 1992757 B1 .

18) RIGHT OF OWNERSHIP

Goods supplied to the customer by NV RENSON® Sunprotection-Screens shall remain the property of the latter until all payments due, including interest and costs, have been paid by the customer to Renson.

The client undertakes not to sell, process or assign the goods, subject to the right of ownership, as long as they are not fully paid for.

Advance payments remain with NV RENSON® Sunprotection-Screens as a compensation for any possible loss on resale.

19) APPLICABLE LAW AND STIPULATION OF JURISDICTION

Any conflicts between the customer and NV RENSON® Sunprotection-Screens shall be subject to the sole jurisdiction of the competent courts in the judicial district of Kortrijk.

The relationship between the customer and NV RENSON® Sunprotection-Screens shall be governed exclusively by Belgian law.

20) INDEPENDENCE OF CLAUSES – DUTCH TEXT

The fact that one or more stipulations of these terms might prove to be invalid, can never influence the applicability of the remaining clauses.

In the event of a dispute regarding the interpretation of these terms, the Dutch text shall always prevail.