

GENERAL TERMS OF SALE

Article 1 : general - Excluding any expressly deviating General terms of a co-contractor, the following General terms of Sale apply to all offers, bids, purchases and deliveries to which the N.V. Crown General is a party. Any deviation hereto must be explicitly agreed upon by the N.V. Crown General and its contracting parties, and must be confirmed in writing by all parties. The non-application of certain articles of these General Terms does not affect the applicability of the other articles.

Article 2 : offers and conclusion of a contract - Any offer by the N.V. Crown General is always non-binding, merely indicative and only valid during the denoted period of time. A contract of sale is reached in consequence of an offer by the N.V. Crown General only in case if the order is expressly confirmed in writing by a person empowered to accept and form a contract on behalf of the N.V. Crown General. This order confirmation is considered done on the date of the letter, fax message, telex or telegram in which it is announced.

Article 3 : price - All the N.V. Crown General's prices are always expressed in euros, unless the employment of another currency is expressly confirmed by the N.V. Crown General in writing. Barring any expressly deviating, written agreement, all packages, insurances and transportation costs are not included in the price and are thus to be borne by the co-contractor(s) of the N.V. Crown General. Barring any expressly deviating, written agreement, the price is computed according to the tariffs in force at the forwarding day of the commodities. The forwarding day is the day that the commodities are either removed by a co-contractor or his forwarding agent, either handed over by the N.V. Crown General itself. In case of a delay in the actual removal by a co-contractor of the commodities, the day on which the commodities are ready to be forwarded shall constitute the forwarding day.

Article 4 : delivery - The forwarding of commodities by the N.V. Crown General is executed at the risk, peril and costs of the co-contractor(s). Delivery times are only given as an indication and without any guarantee. A delay in the delivery can under no circumstances give rise to a claim for damages, nor does it imply that N.V. Crown General shall automatically take the commodities back. Notwithstanding any case of force majeure, the N.V. Crown General is still allowed to deliver. Partial deliveries are always feasible. Call-out orders can only be executed to the extent that the production capacity allows so. Deviations with respect to the size, weight and thickness are to be accepted within the limits of the tolerance proper to the relevant market. Deviations with respect to samples and prior deliveries shall be avoided as much as technical possible. There can be a difference of maximum 10% between the quantities ordered and the quantities delivered, in case unusual sizes, weights, measurements or products are involved. The commodities that show visible defects as to the quality or the conformity, must be sent back to the N.V. Crown General immediately, under the penalty of non-acceptance. The commodities are to be considered sold, taken over, accepted and payable in the city of Hasselt, Belgium.

Article 5 : reservation of property and the explicit resolatory clause - Barring any explicitly deviating agreement, the N.V. Crown General shall hold the entire property of the sold commodities until the co-contractor(s) ha(s)(ve) fulfilled all their/his obligations towards the N.V. Crown General, notwithstanding possible advances paid. Unless clearly stipulated otherwise, the commercial peril however shall pass over to the co-contractor(s) at the delivery of the commodities. The commodities can be worked or assimilated by the co-contractor within the boundaries of his normal industrial activity, but this work, assimilation or combination of the commodities cannot derogate the reservation of property of the N.V. Crown General. The co-contractor(s) agree(s) that the N.V. Crown General instantly becomes proprietor of every new product that is predicated on the commodities sold by the N.V. Crown General, to the amount that is still due, until full payment is received by the N.V. Crown General. Until full payment is received by the N.V. Crown General, the commodities sold by the N.V. Crown General cannot be pledged. The giving in pledge of products of which the N.V. Crown General has become at least partial proprietor can only be done under the suspending condition that the N.V. Crown General explicitly accedes hereto by written confirmation. Until full payment is received by the N.V. Crown General, the commodities can only be sold again by the co-contractor if he stipulates in his contract with the buyer that the latter can directly pay to the N.V. Crown General to the amount that is still due to the N.V. Crown General. Full payment by the buyer towards the N.V. Crown General discharges the former of his debt in respect of his co-contractor to the amount of the sums due to N.V. Crown General. For this purpose, the co-contractor is obliged to provide the N.V. Crown General at a simple request with all information regarding the ultimate buyer as well as the deed evidencing the above-mentioned claims. In the absence of full payment on the date of maturity, or in the event the N.V. Crown General estimates that sufficient indications exist to infer that the solvency of a co-contractor is endangered, the N.V. Crown General reserves the right to resolve the

agreement unilaterally, with no prior notice required and by means of the mere declaration of its intention. Consequently the N.V. Crown General can withhold the commodities or demand that they are delivered back to the N.V. Crown General. The co-contractor therefore tacitly gives his irrevocable assent by ordering thus obviating the need for a judicial intervention.

Article 6 : Payments - Each payment to N.V. Crown General is to be paid, at the latest, on the due date, into one of the bank accounts indicated on one of the invoices. Bills of exchange and cheques will only be accepted under reservation, until the full payment to NV Crown General has occurred and all costs involved in this process will be charged to the co-contractor(s). Except for explicit alternative written agreements by NV Crown General the payment of an advance does not lead to any form of discount. Each valid form of credit provision by N.V. Crown General must always be confirmed in writing and can be cancelled at any time. Each payment can only legally be made to a person who is authorised to create legal contracts for NV Crown General. Each amount that is not paid by the due date, will incur interest of 10% per annum legally and without formal notice from the date of the invoice to the date of the payment in full. The amount of the invoice, which has not been satisfied on the due date, will additionally be increased by a fixed and irreducible compensation for damages of 10%, without formal notice.

Article 7 : Disputes and differences - Every complaint in relation to goods delivered must be provided by registered letter to NV Crown General, within 8 days following receipt of the goods by the co-contractant(s), or may otherwise prejudice the warranty rights. The warranty, which N.V. Crown General must provide in relation to complaints, is only limited to the replacement of the defective goods delivered by NV Crown General, by good quality goods, or by choice of N.V. Crown General, the repayment of the sales price of these goods. N.V. Crown General cannot, under any circumstance, be obliged to provide further warranties. All direct damage, including product damage, cannot be charged to N.V. Crown General. In the event that the goods are intended for manufacture, a possible complaint must always be sent to N.V. Crown General before the manufacture of the goods occurs. NV Crown General is not obliged to accept the sold goods, which have been returned, if notification of the complaint has not occurred as reported above. In the event that the co-contractor(s) has (have) not collected the available goods within 10 calendar days following notification, N.V. Crown General is entitled to invite them to do so by registered letter. From that point in time, N.V. Crown General is entitled to charge standing charges and within a second period of 10 calendar days – can claim the expiry of the sale. In this event N.V. Crown General is entitled to a fixed and irreducible claim for compensation for damages, which will amount to 30% of the agreed price, excluding VAT, and which will legally compensate NV Crown General for each amount, which it is owed by the co-contractor(s) concerned. N.V. Crown General, however, is always entitled to an integral compensation for damages should the damage be greater than 30% of the sales price.

Article 8 : Choice of court and appropriate law - The parties are expressly agreed that the authorised courts of law for all disputes and differences related to the creation, interpretation, implementation and breaking of this agreement, as well as subsequent agreements to be made between the parties, are the courts of law of the judicial district of Hasselt. All disputes and differences will be judged according to Belgian law, irrespective of the nature of the procedure or the manner in which legal proceedings are commenced.