

GENERAL SALES CONDITIONS 06/2016

1. Application

These General Sales Conditions shall be applicable between allóra Factory BVBA (hereinafter 'allóra Factory') and Purchaser, unless otherwise agreed by written agreement between the Parties. These General Sales Conditions form a part of the agreement.

Should the Purchaser present in his order a provision which conflicts with these allóra Factory General Sales Conditions or General Conditions, these General Sales Conditions and General Conditions shall prevail even in case allóra Factory fails to object to such provision. By placing an order the Purchaser approves these General Sales Conditions and General Conditions in present and future business relationship between allóra Factory and Purchaser. A copy of these conditions shall be sent to the Purchaser on request.

Amendments to the sales conditions shall be made in writing when applying these General Sales Conditions. The agreement and its appendices, allóra Factory's offer and these General Sales Conditions shall prevail over any conflicting provisions in Purchaser's orders, confirmations, forms and any other documents.

Term 'in writing' shall mean a document having been signed by both Parties or a document having been sent as a letter, facsimile, an e-mail or another such a mean.

2. Offer

Offer shall be valid for a period as stated therein. Unless otherwise stated, the offer

shall be valid for thirty (30) days from the date of the offer. allóra Factory is entitled to amend the price and the delivery time of the offer should conditions not attributable to allóra Factory so warrant.

3. Order and Agreement

Order placed in accordance with the offer within the validity of the offer shall be considered as an agreement between allóra Factory and the Purchaser. In such cases when the order is not based on an offer made by allóra Factory, it shall become binding upon allóra Factory accepting it. allóra Factory shall send a confirmation of order to the Purchaser upon request. allóra Factory shall not be liable for any incorrect delivery made according to an oral order, unless the Purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

4. Material and tolerances

Material requirements and the tolerances applied shall only be those stated by allóra Factory in the technical specifications related to and the standards referred to in the agreement. The material requirements, standards to be applied and the tolerances for special products manufactured according to Purchaser's instructions must always be defined in the purchaser's inquiry or order. allóra Factory guarantees that material in deliveries is in accordance with the specifications or specifications agreed upon. Unless otherwise agreed, tolerances shall be as generally applied by allóra Factory.

5. Materials supplied by the Purchaser for special products

Parts supplied by the Purchaser for special products shall be delivered DDP allóra Factory factory at the time as previously agreed upon. As regards serial products, the number of parts supplied by the Purchaser shall exceed the total number of products ordered by five (5) per cent.

The Purchaser shall be liable for that the parts delivered are in accordance with the measures and specifications agreed upon. Furthermore, Purchaser shall be liable for the costs caused to allóra Factory by defective or unfit materials, which cannot be used for any other reason.

6. Quality

The Seller guarantees quality and quality control of delivered products.

7. Samples

If the procedure and the fee thereof is separately agreed, allóra Factory shall deliver samples of special products to the Purchaser prior to the commencement of the serial deliveries. The Purchaser is to inspect the samples without delay and inform allóra Factory of the results of such inspection. In case the Purchaser approves the samples without notices, allóra Factory will not accept notices of products delivered providing that they conform with the approved samples.

8. Terms of delivery, passing of risk

Delivery terms shall be interpreted according to the current "Incoterms" at the time when the order was placed. Unless otherwise agreed, the delivery shall be EXW delivering allóra Factory company (Incoterms 2010). The products are delivered in appropriate packages. However, should the products require special packing, the Purchaser will be separately charged for.

9. Delivery Time and Delay

Should allóra Factory discover that the contractual delivery time cannot be adhered to, allóra Factory shall inform the Purchaser without a delay. If the delay is not due to force majeure and the delay causes considerable disadvantages to the Purchaser, the Purchaser is entitled to cancel the order or part of it provided that the delivery will be delayed more than twelve (12) weeks. Unless otherwise agreed, allóra Factory shall not be liable to pay penalty, indemnifications or liquidated damages in case of delay, nor shall allóra Factory be held responsible for any indirect or consequential damages caused to the Purchaser (see article 18).

10. Force Majeure

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, currency

restrictions or any other circumstances beyond the control of the Parties.

The Party wishing to claim relief by force majeure shall notify the other Party without a delay upon the intervention and the cessation of it.

11. Prices

Prices offered do not include value added tax. Value added tax shall be added, when necessary, to the final amount of the invoice on prevailing rate at the date of the invoice. allóra Factory reserves the right to price adjustments in case of changes in production costs not attributable to allóra Factory, such as major changes in prices of raw materials or in exchange rates and the like.

allóra Factory shall inform the Purchaser of general changes in prices not less than fourteen (14) days prior to the amendment. In case the Purchaser does not approve the change he is entitled to cancel the order within seven (7) days after having received the information of the change in price.

12. Payment Terms and Ownership of Products

Payment shall be made according to the conditions set out in the offer. The time of payment shall be fourteen (14) days net from the date of the invoice, unless otherwise agreed. The products shall remain the property of allóra Factory until they have been paid to allóra Factory in full with possible interest for delay.

The retention of title shall not affect passing of the risk under clause 8. The Purchaser shall not resell, pledge, use, install, convert or process the products in any way before they have been paid in full. A breach of this condition shall entitle allóra Factory to cancel all orders and terminate the business relationship with the Purchaser with immediate effect. Should the Purchaser fail to fulfil his liability to pay within the time of payment allóra Factory shall be entitled to suspend further deliveries without prior notice.

13. Prepayment as a precondition of a delivery

allóra Factory shall have the right, at its sole discretion, to demand a prepayment as a precondition of a delivery or continuation of an ongoing delivery if there is reasonable doubt that the Purchaser's ability to make payments has been compromised or that the Purchaser shall not pay allóra Factory on due date.

In case of overdue payment interest shall be collected for each delayed day according to the interest rate as set out in the invoice or in the general conditions.

14. Defective Delivery, Guarantee

The Purchaser shall within eight (8) days after receipt of the delivery, inform allóra Factory of any and all defects in the delivery or in the products that he has noticed or should have noticed. After this period the

goods delivered shall be deemed as complete and in good condition and the Purchaser is no longer entitled to make a complaint about such defect in the delivery or the products.

allóra Factory guarantees its products according to conditions set in a separate Standard Guarantee and Liability Terms, which form an integral part of these conditions.

For special products or in case the product has been produced according to specifications given by the Purchaser, allóra Factory shall be liable for that the structure of the product meets the specifications. allóra Factory shall not, however, be liable for defects due to material or construction ordered by the Purchaser, nor shall allóra Factory be liable for the product being suitable for the use it is planned for, unless otherwise agreed. allóra Factory shall only be responsible for such damages as may arise when the product is correctly used in conditions the product is intended for. allóra Factory shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the Purchaser without the prior written consent of allóra Factory. Furthermore, allóra Factory shall not be held responsible for any faulty repairs made by the Purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

The Purchaser shall return the products rejected in inspection of the delivery or because of a fault covered by the guarantee to allóra Factory in their original packing at the cost of allóra Factory. Our technical support team

must first troubleshoot a product to verify the fault; only then will they issue a Return Merchandise Authorization (RMA) allowing the Purchaser to send in the product. Packages sent with no RMA number are unauthorised and will be refused by our receiving department and returned to sender at the sender's expense. allóra Factory shall deliver the repaired or replaced products to the original destination at its own cost.

15. Technical Specifications and Instructions

Title to all drawings, diagrams, technical specifications and instructions delivered to the Purchaser by allóra Factory shall remain vested in allóra Factory and they shall be returned to allóra Factory upon a request. The Purchaser shall gain no rights to such documentation and data/information therein.

16. Patents and Other Industrial Rights

allóra Factory holds title to patents and other industrial rights. Any drawings, samples, technical specifications and other knowhow and any other similar industrial rights shall not be used, expressed, copied, imitated, solicited, communicated or otherwise made available to a third party.

Concerning products manufactured according to allóra Factory's specifications the title to all technical documentation relating to manufacture, testing and use of the

products and industrial rights thereto shall remain vested in allóra Factory. Purchaser shall not without a written consent by allóra Factory express or use any information protected by such industrial rights with a third party.

The Purchaser shall be liable for investigating whether the product is protected by a patent or any other restriction such as protection for patterns and designs, and inform allóra Factory thereof. Furthermore, allóra Factory shall be entitled to claim compensation from the Purchaser in case of damage caused to allóra Factory due to an offence against such restriction. In case a third party initiates proceedings against allóra Factory in relation to a breach of such industrial rights the Purchaser shall be liable for the costs and damages thereof. Furthermore, the Purchaser shall in addition be liable to allóra Factory for any payments and additional charges upon a written request by allóra Factory.

17. Product Liability, Duty to Insure

allóra Factory shall be liable for damages to products and damages to third parties caused by allóra Factory's products according to current product liability laws in EU and these conditions.

Parties shall immediately inform each other upon receiving information of such injury, death or damage. Purchaser shall inform allóra Factory of any particular risks he is aware of relating to properties or intended use of the products. Furthermore, the

Purchaser shall inform allóra Factory of any product liability claims presented relating to the products.

Both Parties shall maintain at their own cost liability and product liability insurances covering third party damages. The insurance cover shall be sufficient and up to a level customary to the industry. The cover shall be no less than 100.000 euro. The Purchaser shall be liable to present a certificate of the insurance detailing the cover upon a request from allóra Factory.

Should allóra Factory have any reason to suspect that the product may cause a danger to users or third parties, allóra Factory shall have the right to suspend deliveries and to recall the product. In such case the stipulations regarding force majeure shall be applied.

18. Liability limitation

allóra Factory shall not be liable for damages caused by faulty installation of faulty maintenance unless allóra Factory itself has made the faulty installation or the faulty maintenance. allóra Factory shall not be liable for damages caused by inappropriate use of the product. allóra Factory shall not be liable for any indirect or consequential damages and economical losses, such as lost profit. In addition, the limitations of guarantee conditions of a product shall be applied (see Standard Guarantee and Liability Terms).

19. Cancellation of the agreement

In case the other Party is in an essential breach of terms of the agreement or these General Sales Conditions Parties shall have a right to cancel the agreement in writing.

In case of bankruptcy, insolvency, dissolution, liquidation or filing a petition for any of the foregoing or any similar arrangement involving the Purchaser constituting reasonable doubt that the Purchaser fails to fulfil its obligations arising out of the agreement allóra Factory shall have the right to cancel the agreement.

allóra Factory shall have a right to cancel the agreement upon technical or production related circumstances causing it impossible uphold the agreement.

20. Non-assignment

The Parties shall not assign the agreement without a prior written approval of the other Party. However, allóra Factory shall without a written consent of the Purchaser have the right to assign the agreement or rights and obligations stated therein in part or in whole to another member of allóra Factory Group of Companies or a third party transferee of the business the agreement is in connection with.

21. Miscellaneous

Orgalime S 2012 general conditions except for articles 14-15, 32; shall be applied to the agreement and shall form an integral part of the Offer and these General Sales Conditions. The

Purchaser has been able to study the Orgalime S 2000 general conditions before making the purchase. Upon accepting the Offer these documents shall be applied to the agreement and the Purchaser shall be bound by them.

The conditions of the agreement shall be applied in the following order:

1. Conditions in the Offer
2. allóra Factory's General Sales Conditions
3. Product-specific Guarantee Terms
4. allóra Factory's Standard Guarantee and Liability Terms
5. Orgalime S 2012 general conditions
5. Incoterms 2010

The failure by allóra Factory to require performance or correct interpretation or other legal effects of any provision shall not affect allóra Factory's right to require performance or correct interpretation or other legal effects at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Any effective waiver shall be given in writing defining the particular breach or default it applies to.

22. Arbitration

This agreement shall be governed by the laws of Belgium. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute or claim concerning or relating to this contract, or the breach, termination or validity of the contract, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Belgian Centre

for Arbitration and Mediation in Belgium.

Should the Belgian Centre for Arbitration and Mediation decide not to take the dispute into their arbitration, the dispute shall be settled by arbitration in Belgium by one arbitrator. In such case the arbitrator shall be appointed by District Court of Mechelen, Belgium and the arbitrations are held in city of Bornem, Belgium. The language of arbitration shall be Dutch. The decision of the arbitration tribunal shall be final and binding. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief as necessary, without a breach of this arbitration agreement and without any abridgment of the powers of the arbitrators.

However, allóra Factory shall, at its sole discretion, have the right to bring an action based on unpaid invoices against the Purchaser in District Court of Mechelen, Belgium, which in such cases shall be the first instance legal forum.