

1. EFFECT OF CONDITION

1.1. These Conditions of Sale shall apply to all orders and contracts ("Contracts") made between (GL Automation BVBA) ("GL Automation") and any purchaser or customer ("the Buyer") of GLA's services ("the Goods") unless otherwise agreed in writing.

1.2. GL Automation is not willing to accept Contracts otherwise than on these conditions and any printed or standard conditions which appear or are referred to on any documents emanating from the Buyer are to have no legal effect whatsoever.

2. QUOTATION

2.1. A quotation is not an offer and may be withdrawn at any time without notice. GL Automation may at any time refuse to accept any Contract placed as a result of any quotation.

2.2. Unless expressly stated in writing by GL Automation, any contract is made for normal working conditions and normal working hours (no overtime).

3. CONTRACTS

3.1. No Contract is deemed to be accepted by GL Automation until an acknowledgement of such Contract in writing has been made by GL Automation to the Buyer. No alteration to this Contract or any of these conditions shall be binding on GL Automation unless agreed upon in writing.

3.2. The right is reserved (without prejudice to any other remedy) to cancel any uncompleted Contract or to suspend delivery on the failure of any of the Buyer's commitments to GL Automation. Upon such cancellation or suspension by GL Automation or in the event of cancellation by the Buyer, GL Automation shall on demand be indemnified by the Buyer against any loss or damage resulting therefrom.

3.3. The contract includes the right for GL Automation to charge extra work separately as soon as the amounts for the extra work are known to GL Automation. As extra work is considered any work done by GL Automation above the contractually described work.

3.4. The quotation, calculations, descriptions, drawings, software, concepts supplied by GL Automation, remain GL Automation 's property even when costs have been charged for those. The Buyer receives a onetime single application software license and guarantees further to GL Automation not to use Proprietary Information nor to pass this on to third parties without prior written consent from GL Automation.

3.5. A project concept, made after the Contract, and signed for agreement by the Buyer and GL Automation will have precedence over any contradictory document.

4. PRICING

4.1. If, after the date of Contract and before the date of delivery the cost to GL Automation of any labor, services and or materials is increased, GL Automation shall have the right upon the production of satisfactory evidence to make corresponding adjustments to the price quoted in the Contract.

4.2. The contract includes the right for GL Automation to charge extra work separately as soon as the amounts for the extra work are known to GL Automation. As extra work is considered any work done by GL Automation above the contractually described work.

4.3. Package is not included and will be charged extra. All prices are subject to additional carriage charges. All prices quoted are exclusive of Value added taxes which, if applicable , shall be added to the price at the rate prevailing at the date of Tax point.

5. INSTALLATION.

5.1. When installation is included in the Contract, the Buyer will make certain that the GL Automation crew can start to work at arrival at jobsite and further work according to GL Automation's chosen work schedule during normal working hours or during overtime after having informed Buyer of GL Automation's choice to work overtime.

5.2. Buyer will arrange at its cost for :

- a) suitable access roads to the job site,
- b) unhindered storage and erection possibility at the job site,
- c) an enclosed and lockable location for materials, tools and other equipment,
- d) the necessary hoisting equipment and assistance personnel,
- e) water, electricity, energy, fuel, light, compressed air, oil, grease, rags,
- f) toilets and facilities,
- g) all necessary safety measures and the enforcement thereof,
- h) unloading of the shipped goods and transport to the erection spot,

5.3. The installation price does not include standby at the running in of any Goods or parts of Goods.

5.4. When GL Automation gives help and or assistance during installation, without having the installation included in its Contract, this help will be at the Buyers expense and at the Buyers responsibility.

5.5. If an acceptance test is foreseen in the Contract, this test will take place within 2 weeks after request thereof was made by GL Automation,

failing so the test will be considered successful. The buyer will provide for all assistance personnel as well as all goods during the test. GL Automation has the option to carry out the test with its own personnel as well as with the Buyer's personnel. In case of failure, GL Automation will be allowed reasonable time to modify the Goods at GL Automation's discretion and to re-run the tests.

5.6. The use of the Goods, even partially or at reduced capacity will always imply the full acceptance of the Goods.

6. DELIVERY.

6.1. Any time of delivery or date named by GL Automation is given and intended as an estimate only and does not form a term of the Contract nor is of the essence of the Contract. GL Automation shall not be liable to make good any damage or loss whether arising directly or indirectly out of the delay in delivery.

6.2. The delivery time will start on the happening of the later of the following event:

- a) the day the Contract is signed,
- b) the day all necessary information's (drawings, data) and permits are received by GL automation,
- c) the day the agreed down payment is received by GL Automation

6.3. Unless otherwise agreed upon in writing the RISK in the Goods shall pass to the Buyer on delivery to the Buyer or his agents, which delivery shall be taken as occurring when GL Automation informs the Buyer that the Goods or the main part of the Goods are ready for shipment to the agreed delivery point notwithstanding the refusal of such delivery by the Buyer and notwithstanding any event beyond GL Automation's control that hinders the shipment.

6.4. The Buyer specifically authorizes GL Automation to store the Goods at the Buyers cost in case the Goods are ready for shipment and delivery cannot occur.

6.5. The PROPERTY in the Goods shall pass to the Buyer on the happening of the later of the following event:

- a) when the Risk passes to the Buyer, or
- b) when the Buyer shall have discharged and paid to GL Automation all sums or debts outstanding or owing from the Buyer to GL Automation Whether in respect of the sale of the goods or in respect of any other matter or obligation what so ever.

6.6. The Buyer specifically agrees and authorizes GL Automation to obtain access to its premises and those of its Associated and Subsidiary companies in the event of non-payment of the purchase price to facilitate the collection of the Goods from the Buyers premises or the premises of the said Associated and Subsidiary companies by GL Automation or its dully appointed agent.

7. RIGHTS OF GL AUTOMATION IN THE EVENT OF BREACH OF CONTRACT BY THE BUYER

In the event of the Buyer being in breach of any of these conditions GL Automation shall be entitled, if it thinks fit, to cancel all current contracts with him and to refuse to supply him any further goods or to suspend delivery and or execution of any Contract until all breaches have been remedied and to refuse to perform any repairs for him and all invoices supplied to the Buyer up to the date of discovery of the breach and for the goods supplied thereafter shall forthwith become due and payable notwithstanding the terms of clause VI (terms of payment) hereof and interest at the rate set out in clause VI.4. hereof shall become immediately payable thereon. In such circumstances the company shall be entitled, without prejudice to claim damages for the breach of contract, to refuse to allow credit or pay to the Buyer any allowance whatsoever whether accrued or accruing to which he would otherwise have been entitled.

8. PAYMENT

8.1. Unless otherwise agreed upon in writing, the payment is to be made at GL Automation's address or at the bank account indicated by GL Automation and according to following schedule :

- 1/3 at the acceptance of the Contract as defined in 3.1,
- 1/3 when the Goods are ready for delivery as defined in 5,
- 1/3 one month after the second term.

8.2. Unless otherwise agreed upon in writing, the Buyer is liable to pay within 30 days from the date of invoice and time for payment shall be of the essence of the Contract.

8.3. Extra work as defined in 4 will become payable as soon as it is invoiced.

8.4. In the event of late payment GL Automation may (without prejudice to other remedies available to it) charge interest from the date payment became due at the rate of 2% per month or part thereof with a minimum of 100 € .

8.5. If the Buyer delays or defaults in making payment due under any Contract with GL Automation then all sums outstanding, or which become outstanding thereafter, from the Buyer to GL Automation, shall become or, where no invoice has been submitted, be on presentation of invoice, immediately due and payable without prejudice to other remedies available to GL Automation.

8.6. Without prejudice to all rights available to it at Common Law, GL Automation reserves the right, in the event of the Buyer not complying with the agreed provisions as to payment, to suspend work upon the contract until the agreed terms of payment have been fully complied with by the Buyer to GL Automation's satisfaction. In the event of such suspension of work the Buyer shall have no claim against GL Automation for late delivery or late completion of the contract and furthermore GL Automation shall be entitled to charge the Buyer the cost of "waiting time" and any other expenses incurred as a direct result of the suspension of work or for breach of non-observance by the Buyer of the conditions as to payment herein set out.

9. GUARANTEE AND WARRANTY

9.1. Any Goods or parts sold by GL Automation which are not manufactured by GL Automation are sold under such warranty as the manufacturers of such Goods or parts of Goods give to GL Automation and which GL Automation is able to assign or transfer to the Buyer or to enforce without legal expense at the Buyer's request. GL Automation itself gives no guarantee or warranty in respect of such Goods.

9.2. GL Automation warrants that any Goods manufactured and sold by it under these conditions of sale will be free from defects caused by faulty materials or poor workmanship but gives no warranty and makes no representation whether express or implied as to any other matters whatsoever including without limitation conditions, merchantability or fitness for any purpose.

9.3. If any Goods manufactured by GL Automation are shown to the satisfaction of GL Automation to be defective by reason either of faulty manufacture or of bad workmanship by GL Automation within a period of 6 months or 1050 hours, whichever comes first, from the date of delivery (misuse, deliberate damage and fair wear and tear excepted), GL Automation will repair or replace them at its option free of charge and return them to the buyer provided that notice of any alleged defect is given by the Buyer to GL Automation in writing within 14 days of delivery provided that the defective Goods are returned to GL Automation's works carriage paid.

10. EXCLUSION OF LIABILITY

10.1. Clause VII is intended to provide a fair means of resolving disputes about the quality of Goods supplied and except as provided therein and except as the law in force for the time being shall otherwise provide, GL Automation shall not be liable for any damage, injury or loss of any kind whatsoever (including without limiting the effect of those words any loss of profit or of contracts or any consequential loss but excluding damages for death or personal injury caused by negligence for which GL Automation is responsible) to any property or persons how so ever caused arising out of any defect in the Goods.

10.2. Except as provided for in clause 9 all warranties and conditions (including any warranties or conditions as to quality or fitness for any particular purpose) whether express or implied by statute, common law or otherwise are excluded and hereby negated. The goods are supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purpose.

10.3. GL Automation's liability for any misrepresentation or breach of any warranty collateral to this contract shall be limited to a liability to repair or replace the Goods supplied pursuant to the provisions of clause VI hereof to repay the Buyer the purchase price of the Goods provided that the Buyer shall have first returned the Goods undamaged to GL Automation's premises carriage paid.

10.4. In any event the liability of GL Automation to the Buyer for any claim arising out of any defect in the Goods or otherwise in connection with the use thereof or in connection with the making of the contract shall not exceed the invoiced price of the particular goods in respect whereof complaint is made.

11. Insurance

11.1. The Contractor is insured for work executed by him under the following insurance policies :

1. professional civil enterprise (maximum amount : 250 000 euro)
2. civil liability after delivery (maximum amount: 250 000 euro)

11.2. The Principal undertakes not to hold the Contractor liable for claims which are beyond or are higher than those covered by the insurance policies referred to above. Should the Principal require additional coverage being beyond or higher than the above mentioned insurance coverage, he shall take out this insurance before the signature of the agreement and the costs for the additional insurance shall be borne by the Principal.

12. Supplies of third parties

If and insofar as GL Automation puts supplies of a third party at the customer's disposal (equipment, software and/or services), the terms of the third party shall apply to these supplies. GL Automation will inform the

customer of these terms. The customer shall accept the terms of the third party.

13. SOFTWARE UPGRADES AND BACKUPS.

13.1. Upgrades may have undesirable side effects. Bugs that were not present or apparent in the original version, may start manifesting themselves. GL Automation will only accept to solve these problems, at the applicable hourly rates, and reserves the right to use program restrictions or bypasses to this end.

13.2. The Buyer is responsible to make the necessary backups of the software delivered by GL Automation. On request of GL Automation the Buyer will provide the backups of the software.

14. FORCE MAJEURE

GL Automation shall not be liable to the Buyer if unable or temporarily unable to carry out any provision for any reason beyond its control including (without limitation) Act of God, strike, legislation, war, fire, failure of power supply, lock-out, stoppage or other action by employees or third parties, inability to procure parts or material required for the performance of the contract.

15. TERMINATION, CANCELLATION

15.1. GL Automation shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part the Contract or any or every other contract with the Buyer or to suspend any further deliveries under the Contract in any of the following events:

- a) if any debt due or payable to GL Automation is unpaid;
- b) if the buyer has failed to take delivery of any goods under the Contract or any other Contract as aforesaid otherwise and in accordance with the Buyer's contractual rights;
- c) if the Buyer becomes insolvent or being a body corporate has a receiver appointed or passes a resolution for winding up or a court makes a Contract to that effect or being an individual or partnership makes a composition or arrangement with his or their creditors or has a receiving order made against him or them.
- d) if the Buyer ceases to trade in an ordinary course of business or suffers an execution or distress or distraint or other form of seizure of assets of the buyer;

15.2. In addition to any right of lien which GL Automation may have GL Automation shall in any of the events described sub clause XV.1. c and d. above have a general lien over all goods of the buyer then in the possession of GL Automation for the unpaid price of any goods sold and delivered by GL Automation to the Buyer under the Contract or any other contract;

15.3. When terminated or suspended by GL Automation for any reason indicated sub clause 15.1. all payments of the Contract become due at the date GL Automation indicates its intention to terminate or suspend the Contract.

15.4. The Buyer shall have no right under any circumstance to cancel the Contract or any installment or order thereunder without the prior written consent of GL Automation at its absolute discretion and without assigning any reason therefore and any consent which may be given may be made conditional upon payment of such compensation as GL Automation shall reasonably require from the Buyer in respect of such cancellation.

16. SET OFF

The buyer shall not be entitled to the benefit of any set-off to which he might be otherwise entitled to in law or in equity; all sums payable hereunder shall be payable without any deduction and GL Automation shall be entitled in the event of non-payment to obtain and enforce judgment thereon without any stay of execution pending the determination of any cross-claim by the Buyer. The reason for this condition is that GL Automation has incurred expense in the manufacture preparation or acquisition of the goods for sale and it is not reasonable for the Buyer to be allowed to withhold payment therefore until such time as the justice of any cross-claim which he may assert shall have been determined.

17. WAIVERS

GL Automation 's rights and remedies shall not be prejudiced by an indulgence or forbearance to the Buyer and no waiver by GL Automation of any breach by the Buyer shall operate as a waiver of any subsequent breach.

18. LAW AND JURISDICTION

This contract is governed by Belgian Law and the parties shall submit to the jurisdiction of the Belgian courts.