

**GENERAL AGREEMENT CONDITIONS {PRIVATE}**

1. All the present conditions are part of all the agreements entered by BTS tank solutions. Any deviation from these conditions is only possible in writing. These conditions are applicable in exclusion of all general conditions mentioned on the outgoing documents of the customer as long as the conditions on these documents are contrary to the current clauses.

2. Order forms and price quotes are based on the wage level and the cost of materials used. Should any of those change we reserve the right to adjust our prices proportionally. Price quotes do not imply any commitment. The agreement is only considered to be concluded after the outgoing order confirmation by BTS tank solutions.

3. In case of recall by the customer or if the agreement is severed to the detriment of the customer, the customer is due to pay a fixed amount of damages, which amounts to 20% of the order value without prejudice to the right of BTS tank solutions to claim compensation for the damages actually suffered and the loss of profit if those exceed the fixed amount of damages.

4. The delivery date is only provided for customers' information and does not imply any obligation on the part of BTS tank solutions. Delivery delay does not give the customer the right to claim compensation or sever the agreement. In any case the customer gives our company an additional period of 30 days after the final delivery date, stated in the agreement, and this after a formal notice. In case of delivery failure or delay due to delivery failure or delay by our supplier, the customer renounces all legal claims against our company. This constitutes a case of force majeure within the agreement between the parties in addition to any usual case of force majeure.

The products are to be collected by the customer within 8 days after the products have been made available to the customer. In case of non compliance BTS tank solutions shall invoice the products and the customer shall be due to pay the price of the products.

5. If BTS tank solutions is unable to honour the agreement due to force majeure, strike, lock-out etc, BTS tank solutions reserves the right to terminate the agreement without the customer having the right to claiming any damages.

6. We reserve the right to terminate the agreement ipso jure and without prior notice in case of bankruptcy, apparent insolvency or in case of any change in the legal situation of the customer.

7. The products are transported at customer's risk. The loading of products by the customer is equal to the acceptance and covers the conformity of the products' quality, quantity as well as measurements. If the products are loaded by an intermediary then this intermediary is always considered to be a mandatary of the customer.

Every complaint, if any, about hidden defects in products or services must be reported to BTS tank solutions by registered mail within two days after the receipt of products or services under penalty of forfeiture.

The period for taking legal action for compensation due to hidden defects in products and/or services is limited to 6 months after the delivery.

The liability of BTS tank solutions is in every case limited to the costless replacement of the products or services. The customer shall not claim any other form of compensation.

8. BTS tank solutions shall retain the title of the delivered products until full payment by the customer. In case of non-payment and after issuing a notice, BTS tank solutions has the right to collect the products at the customer's even if the said customer has paid a part of the amount due. If the customer refuses access for the collection of products, the customer is due to pay a fine of 250 euros a day.

The customer cannot use the delivered products as a collateral to a third party, transfer the title of products or render the products immovable through incorporation into or a mixture with other products until the full payment for the delivered products.

9. Save as otherwise decided or explicit statement on the invoice, the deliveries are to be paid in cash at our head office in Dottignies.

Payment by Bills of Exchange does not imply change in the place of payment nor does it function as an equivalent of a renewal.

10. Invoices must be disputed in writing within 8 days after the invoice date. The customer is asked to state in every case the invoice date and number.

11. Every amount remaining unpaid on the expiry date brings an interest of 11.5% a year ipso jure and without prior notice, also in case of acceptance of an instalment plan or an extension of time of payment.

Furthermore, every amount, remaining unpaid on the expiry date is multiplied by 12% of the main sum due with a minimum amount of 125 EUROS by way of a damages clause ipso jure and on condition of a prior notice, also in case of acceptance of an instalment plan or an extension of time of payment.

Expenses incurred due to unpaid Bills of Exchange, cheques or any other collection costs are not included in these fixed damages and shall be invoiced separately.

**12.** The non-payment of (the part of) the invoice or of the part of the agreement on the expiry date renders the balance in all accounts, including the Bills of Exchange, immediately withdrawable.

In addition, we reserve the right to suspend further deliveries.

At the same time, we reserve the right to consider the agreement as terminated entirely or only the part that is still to be carried out, this ipso jure and without prior notice. This all without prejudice to the payment of damages by the customer in default.

**13.** All our agreements are established under Belgian law. Any case of dispute falls solely under the competence of the courts of KORTRIJK.