

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

These General Terms and Conditions describe all the rights and obligations of Be IP and its Customers (hereinafter referred to as the "Customer").

These General Terms and Conditions shall always prevail over the Customer's general and/or specific terms and conditions.

This agreement, including the specific terms and conditions and the annexes, constitutes the entire agreement and supersedes any prior oral or written proposal or commitment relating to its contents. This agreement may under no circumstances be amended without the prior written consent of both parties.

This agreement is governed by Belgian law. In the event of a dispute, and after an attempt to reach an amicable settlement, the courts of Nivelles shall have exclusive jurisdiction, notwithstanding multiple defendants or third-party proceedings. The same shall apply to urgent or protective proceedings, whether by summary proceedings or application.

The invalidity or unenforceability of any provision of this agreement shall not affect the validity and enforceability of its other provisions, unless this would substantially upset the balance between the parties' mutual rights and obligations.

2. OFFERS

Our offers are always non-binding and valid for 30 calendar days. They must be accepted in writing. Equipment prices are quoted ex works, net and exclusive of taxes, and do not include installation costs. Packaging costs are included. Express delivery costs shall be borne entirely by the Customer.

Our service rates are calculated exclusive of all expenses and charges and are valid only for services performed during normal working hours. Surcharges shall apply to any services performed outside normal working hours.

Delivery times are given for information only and shall not be binding on Be IP under any circumstances. A delay in delivery shall not in any way incur our liability or give rise to any compensation. Between the conclusion and performance of the agreement, Be IP's prices may be revised to reflect changes in the purchase price of one or more items, as imposed by our suppliers.

3. DELIVERY AND PAYMENT

As our prices are quoted ex works, shipments shall be at the Customer's expense. Title shall pass at the time of shipment. The Customer shall itself bear the risks inherent in transport. Any changes to the operating locations of our products shall be at the Customer's expense, and the Customer shall be liable for any resulting damage to those products caused by failure to meet the conditions of use recommended by the manufacturers. Equipment shall be invoiced at the time of shipment. Partial shipments are permitted. Services shall be invoiced on the date on which they are performed.

For each order, Be IP shall issue a deposit invoice equal to 30% of the total order amount. The balance shall be invoiced upon shipment.

Unless otherwise stipulated, invoices are payable within

30 days. If an invoice is not paid by its due date, the Customer shall automatically be liable for interest as provided for by the Act of 2 August 2002.

Be IP shall be entitled to suspend all its obligations under this agreement until the Customer has paid all arrears.

If the amounts due remain unpaid 60 days after the due date, the Customer shall owe fixed and irreducible compensation equal to 15% of the outstanding amounts, subject to a minimum of EUR 125. Be IP also reserves the right to suspend or cancel any ongoing agreement pending effective payment of the amounts due.

4. INSTALLATION

For a period of 10 consecutive days following installation, Be IP shall make all changes requested by the Customer to adapt the operation of the system. After that period, changes shall be made under an optional support package taken out with the maintenance agreement or shall be invoiced separately.

5. PRODUCT WARRANTY

Warranties granted to the Customer by manufacturers, importers and/or distributors shall apply for the normal period specified by them.

Hardware: the warranty covers the equipment and manufacturing defects and is limited to the repair or replacement of defective parts, at Be IP's discretion. Replaced parts shall remain the property of Be IP.

Software: only the warranty defined by the supplier shall apply.

6. WARRANTY FOR SERVICES

Be IP undertakes, to the extent of its capabilities, to use every reasonable endeavour to provide an optimal service in accordance with the provisions agreed in advance with the Customer, for the stated term of the agreement, and solely in respect of equipment covered by a specific service agreement. Be IP is subject to an obligation of reasonable endeavours.

7. SOFTWARE

Be IP supplies its own software and documents to the Customer under a licence agreement.

Be IP shall grant a non-exclusive, non-transferable right to use these programs and documents for the agreed period. The right of use shall commence after the Customer has sent us the signed agreement.

The programs supplied shall remain the property of their respective manufacturers.

The Customer shall have the right to use them solely for its own purposes. It shall not be entitled to install the programs on more than one device or use them on a network unless this is provided for in the licence.

The Customer shall be entitled to make copies only insofar as they are consistent with the authorised purposes of use or backup.

The Customer shall not be entitled to dispose of, assign, grant, pledge, disclose or lend, even free of charge, our software and documents to third parties, except where

GENERAL TERMS AND CONDITIONS OF SALE

permitted by the software licence.

The Customer shall retain the ownership notices appearing on the equipment, manuals and copies and shall ensure that confidentiality is maintained.

Failing this, the Customer shall be liable for an immediately payable fine of at least the amount of the agreement relating to the programs supplied, without prejudice to our right to claim full compensation, including for loss of profit.

Reverse engineering is strictly governed by European laws and regulations.

Custom programs comprise all programs that we have designed and produced to order and in accordance with the Customer's specifications. We reserve the right to use, for Be IP's operations and for the design of other programs, whether for ourselves or for third parties, all ideas, methods and system techniques relating to data processing and to the control or management of processes, installations, machines, etc., developed or acquired during the creation of the custom programs concerned.

Acceptance of these General Terms and Conditions of Sale entails full and complete acceptance of the licence terms and conditions of Be IP and its suppliers.

RETENTION OF TITLE

Title to the equipment forming the subject matter of this agreement shall pass only upon full payment by the purchaser. Moreover, if, by the final due date, the purchaser has not fulfilled its obligation to pay the price in full, following formal notice sent by Be IP by registered letter with acknowledgement of receipt and remaining unpaid eight days later, this agreement shall be terminated at the seller's initiative. Deposits shall be retained as compensation. The equipment must be returned immediately to Be IP by the Customer and at the Customer's expense.

8. CUSTOMER'S OBLIGATIONS

The Customer undertakes to:

- provide Be IP with all necessary assistance, whether material or human, at Be IP's reasonable request in the event of an on-site intervention, in order to facilitate the provision of the service;
- use the equipment in accordance with the supplier's instructions. Be IP shall not be required to provide a service for products that have been used incorrectly, neglected, improperly installed, poorly maintained or visibly damaged;
- take all precautions that may reasonably be expected of it to ensure the health and safety of Be IP's personnel and subcontractors while they are at the Customer's premises;
- not solicit or attempt to solicit, directly or indirectly, any Be IP employee for the duration of this agreement;
- retain the documentation provided by Be IP and make it available to Be IP in the event of an on-site intervention.

9. CONFIDENTIALITY

Be IP undertakes to handle discreetly the confidential information relating to the Customer and its activities that it receives in connection with the performance of this

agreement, and not to disclose such information to third parties without the Customer's prior written consent.

Confidential information shall include, without limitation, trade secrets, working and production methods, company organisation charts and rules, plans, computer programs, Customer names and contact details, and all other technical, industrial, financial and administrative data of a confidential nature supplied by the Customer to Be IP for the performance of this agreement in accordance with Article 5. Such information need not be expressly identified as confidential by the Customer.

Be IP warrants that it shall disclose this information only to employees and agents who need it for the performance of this agreement. Be IP further undertakes to impose a duty of confidentiality on every person it involves in the performance of this agreement and to ensure strict compliance with that duty.

Be IP shall use this information solely to perform its obligations under this agreement;

This duty of confidentiality shall not apply to information:

- in the public domain and/or not contrary to the provisions of this agreement;
- lawfully known to Be IP before it was disclosed by the Customer and/or not contrary to the provisions of this agreement;
- lawfully received from third parties who are not bound by a duty of confidentiality;
- developed independently of the Customer.

Any item created by or on behalf of Be IP and covered by intellectual and/or industrial property rights shall remain our inalienable property, including, without limitation, programs, specifications, drawings, projects, sketches, etc.

10. TERMINATION

In the event of partial or total cancellation of the agreement before performance, Be IP reserves the right either to accept its termination or to require its performance. The compensation due to Be IP shall amount to at least 50% of the value of the agreement or of the unperformed portion.

Be IP also reserves the right to terminate the agreement without compensation if the Customer is the subject of dissolution, bankruptcy, liquidation, suspension of payments or any similar proceedings, or in the event of manifest insolvency.

11. LIABILITY

Be IP shall indemnify the Customer for property damage, bodily injury or professional damage caused by proven fault on the part of Be IP in connection with this agreement, provided that the Customer notifies Be IP in writing, within seven (7) calendar days after discovering the damage, of the damage sustained and its claim for damages. Failing notification within the aforementioned period, the damage shall be deemed not to have occurred.

We exclude all liability except to the extent that liability is imposed by mandatory provisions of law.

Our liability shall never exceed 5% of the total value of the agreement.

GENERAL TERMS AND CONDITIONS OF SALE

Subject to generally applicable rules of law concerning public policy and good faith, we shall not be liable to compensate any loss or damage of any kind, whether direct or indirect, including operating losses, caused to movable or immovable property or to persons, whether at the Customer's premises or those of third parties.

In any event, we shall not be liable for damage arising from or caused by use of the equipment or its inability to fulfil the purpose for which the Customer purchased it.

The Customer is solely responsible for making and retaining the necessary backups of configurations, settings, parameters, MAC and network addresses, user names, passwords and data.

Be IP shall, at its own expense, take out adequate "operational liability" and "post-delivery liability" insurance to cover its liability under this agreement and shall provide a valid certificate at the Customer's request. Be IP's liability for property damage, bodily injury and professional damage shall remain limited to the cover stipulated in that insurance.

Be IP assumes no liability or obligation for software, equipment or documents that it has not developed itself and that it distributes as is.

12. FORCE MAJEURE

Neither party, nor their respective companies, may in any way be held liable by the other party for delays, defective performance, loss or damage resulting from events of force majeure such as, without limitation, fire, strikes, embargoes, explosions, power failures, natural disasters, war, labour disputes, civil unrest, acts of a civil or military authority, inability to procure equipment, fuel, products or means of transport, acts or delays of suppliers, or any other cause beyond the parties' control, whether or not similar to the foregoing causes.