

ZINACOR S.A. TERMS OF SALE
(January 2010 edition)

1. PREAMBLE

The present terms of sale shall exclusively govern all the commitments, offers, orders or sale contracts or other agreements between ZINACOR, the seller of goods or services, and their customers, the buyers; subject however to specific conditions departing from the present terms of sale which might apply in accordance with the terms of a written agreement signed by both parties. Consequently and apart from such a written agreement, all the other terms forwarded by the customer, whatever the date or whatever the form, will not be applicable and will most certainly not be opposable to ZINACOR or assumed as being tacitly accepted by ZINACOR.

2. DELIVERY – APPROVAL - ACCEPTANCE

The goods shall be delivered 'Ex Works' (Incoterms 2000), unless dispensation expressly stipulated in the special conditions. Our goods shall be accepted and approved in our factories, even in the absence of the customer to this end. All claims related to patent defects or discrepancies in the quantities must be received at the latest within 10 working days of the date of delivery.

3. PRICE

Unless otherwise agreed, the prices are quoted net, ex our works and without any deduction. All the additional expenses, such as for example special packing, freight, insurance and transit charges, import duties, as well as other permits, attestations will be paid by the customer. The customer will also bear all taxes, duties, local taxes, customs duties and other fees collected in connection with the contract or will reimburse them to ZINACOR, on production of the relevant papers, insofar as ZINACOR have had to settle them.

4. PAYMENTS

The customer will make the payments to the ZINACOR's head office, in accordance with the agreed payment terms, without any deduction of discount, charges, taxes, duties and local taxes or any other duties.

All late payments of the amounts due to ZINACOR, will constitute an oversight from the customer and will lead to the client being invoiced, automatically and without injunction, with a late payment interest of 12 % per year from the maturity date onwards as well as with a fixed compensatory amount equivalent to 10 % of the due amounts. Any customer's late payment will entitle ZINACOR to immediately suspend their services.

5. CONSEQUENTIAL AND INTANGIBLE DAMAGES

ZINACOR will in no case be responsible towards the customer or third parties for the indemnification of production loss, loss of profit, loss of use or loss of trade, or for any other resultant damages whatever economical, intangible, consequential, and notably for indemnifications that the customer should pay to a third party.

6. INTELLECTUAL PROPERTY

All documents and technical information forwarded by ZINACOR to the customer within the context of an offer or the performance of a contract, shall constitute the exclusive intellectual property of ZINACOR. Consequently, those documents and information will be used in the sole commercial relationship in question and will not be copied, circulated or communicated to third parties, whoever they are, without ZINACOR's written prior authorization.

7. DELIVERY TIME

Except as expressly otherwise provided in the special conditions between ZINACOR and the customer, the lead times for the supply of material or performance of service are given by ourselves by way of indication only and cannot be invoked by a client as grounds for penalties, indemnities or withholdings from the due amounts, nor for cancellation of the contract. In any case, ZINACOR will be exempted from any responsibility when the delay is due to a case of force majeure or to an event irrelevant to ZINACOR, such as strike actions, delays or defaults

of the ZINACOR's suppliers, delays in getting authorizations or statutory licences, delays in the transportations, unavailability of the raw materials.

8. GUARANTEE

1. ZINACOR shall commit themselves to remedy any latent defect or non-conformity, coming from a manufacturing defect (if it has been caused by ZINACOR), from the raw materials or from the implementation, within the hereinafter mentioned regulations. The ZINACOR's guarantee shall specifically be limited to the replacement of the part of the material and/or the ZINACOR's services which will have been contradictorily established as faulty.
2. This commitment shall only apply to the latent defects, that will be noted during the so-called 'period of guarantee', which duration is fixed to three (3) months from the delivery of the material or services onwards.
3. In order to be able to refer to the benefit of guarantee, the customer shall immediately advise ZINACOR in writing of the noticed defects. The customer shall give ZINACOR every opportunity of ascertaining those defects and finding a solution for them.
4. Being informed, ZINACOR will hasten to remedy the defect and, except in the cases mentioned in paragraph 5 of the present article, at their own expense. The customer will send back to ZINACOR, for replacement, all material showing a defect guaranteed in pursuance of the present article. In such a case, the ZINACOR's obligations linked to their guarantee will be supposed to be fulfilled as to the aforesaid faulty material, by delivering to the customer goods of replacement.
5. ZINACOR's guarantee will only bear on latent defects which occur in the usual and correct conditions of use of the product. It shall not apply to the defects which appear after the delivery and, among others, when the handling or warehousing by the customer is not appropriate, or when there have been degradations or fair wear and tear inherent to the nature of the product.
6. ZINACOR will not take on wider responsibilities than those for the obligations defined in the present article n° 8. Consequently, ZINACOR will not be liable to any indemnification towards the customer or third parties for personal accidents or damages caused to goods which do not make part of the contract, nor for production losses, machine down times, or structural unemployment, nor for income shortfalls.

9. RISKS AND INSURANCE

The risk relating to the goods and supplies, purpose of the contract, will be transferred to the customer as soon as they leave the ZINACOR or subcontractors' plants. Consequently, it is up to the customer to take out all the appropriate insurance policies meant to cover among others the risk of loss, destruction, degradation, disappearance or damaging.

10. OWNERSHIP CLAUSE

Without prejudicing the implementation of the below article 9, all the goods delivered by ZINACOR to the customer, or to third parties on customer's request, shall remain the property of ZINACOR until complete settlement of the price related to the contract.

11. JURISDICTION - LITIGATION

The Belgian law shall be applicable and all litigation between ZINACOR and the customer will exclusively fall under the jurisdiction of the courts where ZINACOR's head office is located.