

GENERAL CONDITIONS OF SALE

1. **General:** These sales conditions shall be applicable and no waiver shall be allowed unless it be the result of the detailed conditions of this contract, stated in the corresponding acknowledgement of order.

Written or verbal proposals do not constitute a commitment and the contract is only deemed valid when **Hansen Transmissions International s.a.** (hereinafter called **Hansen**) have despatched a written acknowledgement of order.

Special conditions, which may be laid down in **Hansen's** written acknowledgement of order, only modify their general conditions of sale in the actual points covered by them.

Weights, dimensions, prices and other data shown in **Hansen's** catalogues, price lists and other documentation, are approximate.

Designs, drawings and other technical data sent by **Hansen** remain their exclusive property and may not be reproduced or used for purposes other than those envisaged in this contract.

Failure to return the dimensional drawings signed for approval within 30 days will automatically be considered as approval of same.

2. **Delivery and price:** the goods are sold EXW Edegem (Incoterms 2000) not packed. They travel at the charges and at the buyer's risk - even if dispatched FCA - and in the event of delays, damages or shortages, it devolves upon the buyer to exercise his recourse against the carriers.

Unless otherwise stated in the contract, delivery times are given for information purposes only and a delay, if any, shall not give rise to the cancellation of the order or to any claim for damages. Delivery dates are only reckoned from the last of the following dates:

- a) Date of receipt of all information and of free issue components, auxiliary equipment, if any, to be supplied by the buyer.
- b) The date when **Hansen** shall have received the first payment envisaged in art. 3 of these conditions.

Should a written or special agreement be made, so that delivery times shall be firm and mandatory, they shall be automatically extended in proportion, when the buyer shall have failed to observe the terms of payment, not have supplied on time the information or not have fulfilled any other obligation arising from the contract.

Even if, in the event of firm and mandatory delivery times accepted by **Hansen**, delay in supply occurs, no penalty or claims for damages shall devolve upon **Hansen**.

In the event of provision to the contrary in **Hansen's** acknowledgement of order, it devolves upon the buyer to prove in writing that the delay is attributable to **Hansen**, that it caused actual damage and that **Hansen** have signified their agreement in writing on this matter.

3. **Terms of payment:** unless it be laid down that it be a cash sale, **Hansen's** invoices in EURO or other currency are payable at 30 days, from date of invoice. For all orders over 2500 EURO. **Hansen's** terms of payment are 40 % as down payment, 30 % on delivery, 30 % at 30 days from date of invoice.

Agios and discounting charges shall be at the account of the buyer for payment by an accepted bill, if this bill falls due beyond the 30 days period determined above. Acceptance of bill does not entail renewal. When the buyer doesn't pay within the agreed term of payment, or if there is no such agreed term, within the legal term of payment, **Hansen** is entitled from the following day, by right and without notice, to the payment of an interest equal to the reference interest rate increased by 7 percent points and rounded off to the higher half percent point. The reference interest rate is the interest rate applied by the European Central Bank for her most recent basis refinancing transaction as defined by the law of August 2, 2002.

4. **Guarantee:** **Hansen** undertake to make good any operation fault due to a defect in design, whether of materials or of manufacturing, of products made by **Hansen**. This undertaking does not apply in the event of a fault caused either by materials or accessories supplied by the buyer or by a design imposed by him. Similarly, no guarantee is given for incidents due to acts of God or of force majeure or arising from negligence, lack of supervision or of maintenance, normal wear and tear as well as incorrect use of the equipment.

For gear units, warranty only applies if installation, maintenance and storage are done as per instructions contained in the Hansen Service Manual.

Unless specially laid down in the acknowledgement of order, this undertaking only applies to faults occurring within a period of 1 year after the date of the placing at disposal.

To benefit from these provisions the buyer must advise **Hansen**, without delay and in writing, of the faults which he attributes to the equipment and which he must prove.

The work arising from **Hansen's** guarantee commitment will be undertaken in a place of **Hansen's** choice and will, generally, be limited only to the replacement of the faulty parts. The cost of transport and of customs clearance of the equipment or the faulty parts is to the account of the buyer as, in the event of repairs being undertaken at the installation site, so are the expenses for travelling, labour and for subsistence of **Hansen's** representatives. The replaced parts shall be returned free of charge to **Hansen's** works within one month of their replacement, failing which **Hansen** reserve the right to invoice you for their value. All assistance, equipment and accessories required for the repairs shall in all cases devolve upon the buyer.

The user shall be responsible for having the complete equipment installed in a professional manner. For safety considerations, **Hansen Transmissions** strongly advises its customers/users to provide protective hoods and other safety gear equipment that meet the local safety requirements. **Hansen Transmissions** shall bear no liability on this matter.

Defects due to improper assembly and/or use of spare parts are excluded from this warranty. Aside from the foregoing, **Hansen** shall not be held liable for any other guarantee or compensation. In particular, **Hansen** shall not be held liable for any damage to goods other than those, which are the object of the agreement or losses, related to the buyer's professional activities.

Hansen's liability is strictly limited to the undertakings thus defined and it is particularly agreed that **Hansen** shall not be held liable for any indemnity to the buyer for any damage suffered, such as: accidents to persons, damage to property clearly not **Hansen's** supply or loss of profits.

5. **Cause of exemption:** the following are considered as a reason for exemption, should they occur after making the contract and preventing its execution: industrial disputes and all other circumstances such as fire, mobilisation, requisition, embargo, prohibition of currency transfers, insurrection, lack of means of transport, general procurement shortage, restrictions on use of energy or other force majeure case.

The party invoking the circumstances envisaged above shall warn in writing, without delay, the other party of their interventions, as well as they shall cease to operate.

The occurrence of one of these causes releases **Hansen** from their liability, in the same way as the buyer is released from his.

6. **Ownership preservation:** It is specifically agreed that all supplies, covered by this contract, shall remain **Hansen's** exclusive property as long as the buyer shall not have completely fulfilled all his obligations, particularly concerning the full selling price and interest payments, if applicable.

The buyer shall not dispose of, sell or pledge the equipment of the supply before this date.

In case of non-payment, the contract shall be automatically cancelled after formal notice sent by registered letter, following which **Hansen** shall be entitled to take back their goods without the intervention of any court.

7. **Claims:** So as to be admissible, all claims by the buyer, concerning the non-compliance or apparent fault, shall be made by registered letter, within eight days of the date of receipt of the equipment.
8. **Applicable law and jurisdiction:** This contract is governed by Belgian law, unless the parties shall have laid down otherwise. All disputes between the parties shall be brought before the courts of Antwerp, Belgium, even if there should be more than one defendant, an impending claim, an appeal to a higher court or an issue of bill.