

GENERAL CONDITIONS OF SALE

1. All our offers shall be binding upon our company only if they set forth all the terms of the sale. Unless otherwise provided in the special conditions of the offer, the period of validity of our offers is 3 months.

2. Orders for Goods shall be evidenced by delivery of purchaser orders. No terms or conditions (including without limitation any general conditions of purchase or sale) proposed by the purchaser which in any manner supplement the present conditions or derogate there from shall be effective unless agreed to by our company in writing. In case of a discrepancy between the contractual documents, the terms and conditions set forth in the confirmation of order shall prevail on the General Conditions of Sale.

3. Our prices are quoted in Euro. Any increase in VAT or any new tax imposed between the time of ordering and delivery will be borne by the buyer.

4. Except in the case of a written waiver, invoices, even for partial delivery, are payable net for cash at our checkouts or to our bank accounts, at the latest 30 days after the date of the invoice and any breach of such provision shall be deemed a material breach of these conditions. Bankers' drafts or other methods of payment do not lead to novation.

Unless otherwise provided in the contract, all our sales are Ex-Works, Ans, Belgium, pursuant to the relevant incoterms in force at the time of the delivery.

Our company shall invoice the buyer for all packaging costs.

All payments for Goods which are not paid when due shall bear interest from the due date until paid at the rate of 2 % per annum above the Belgian legal rate. Any invoice remaining unpaid on the due date will, by right and without further notice to pay, be increased by a fixed and irreducible penalty of 10%.

5. Methods of Delivery: Unless otherwise provided in our special conditions, our deliveries are made Ex-Works, Ans, Belgium.

6. Unless otherwise provided in our special conditions, the dates of delivery mentioned in the offer do not represent strict time limits.

7. Receipt of the invoice without an objection with reasons sent by registered letter within 8 days results, by right, in the receipt and complete acceptance of the services and supplies mentioned in it. No further complaint, relating either to the services and supplies or to the invoice will be accepted after this time limit.

The buyer shall inspect the goods as soon as they are delivered. It shall be deemed to have waived any claim regarding non-conformity or obvious defects if it had failed to give our company notice of such a claim within 2 days of the delivery.

8. Retention of title: The Goods delivered remain our property until the full payment of the price, even in case of processing or the incorporation of these goods into other goods.

However risks in the Goods shall pass to upon delivery.

9. Guarantee:

I. We guarantee each article conforming to the terms and conditions set forth by the manufacturer.

II. Our company warrants that the Goods manufactured by our company shall be free of any defect in raw materials and workmanship for a period of 1 year from the date of the delivery. This warranty does not apply to wear due to a lack of maintenance or wrongful use. The obligation of our company under this warranty is limited to the repair or the replacement of any damaged component free of charge within the shortest possible period of time, exclusively in our plant in Ans, Belgium, in so far as it is established that this defect is due to a hidden flaw in materials or assembly. If the repairs are not made at the plant of our company, the buyer shall bear the costs related to the working hours, the travelling and stay of our company's staff as well as all means and equipment necessary to carry out the repairs (lease, use of the equipment, etc...)

Apart from guaranteed repair or replacement free of charge, no compensation can be claimed from us either for loss of profit or for any other reason whatsoever.

10. Limitation of Liability: Except in the case of a gross negligence, Orthodyne exclude any indemnification of indirect damage. Orthodyne shall solely indemnify damages with direct, sudden, certain and foreseeable link to direct cause. Notwithstanding what is stated above, the buyer takes on, at his charge, the direct and indirect consequences of the damages which are caused to him, and possibly to the user, and to any other third party resulting from the handling of the merchandise and goods supplied. The buyer shall hold our company harmless from any claim which a third party may have as a result of a breach on the part of the buyer.

11. Termination of the sale : If the buyer commits any material breach of any terms or conditions herein contained and in particular, if it fails to take delivery of the Goods within 1 month of the date provided in the contract or it fails to pay the moneys due within 20 days of the due date and shall fail to remedy any such a breach within 1 month after written notice given hereof by our company, the latter may serve a further notice terminating the sale with immediate effect and the agreement shall terminate automatically (ie, without the need for our company to obtain a Court's decision in this respect) upon the service of such notice. Furthermore, if any circumstance arises, which in the opinion of our company give reasonable grounds for belief that the buyer may not (or may be unable to) perform any of its obligation under the agreement our company will also be entitled to terminate the agreement with immediate effect upon a notice given to such effect.

If the buyer shall be liquidated, declared insolvent or bankrupt or shall go into receivership or into administration or undergo any other form of insolvency or bankruptcy process or if there is a risk that a party shall become insolvent, our company may terminate the agreement entered into with the buyer, automatically (i.e., without the need for our company to obtain a Court's decision in this respect) by written notice to such effect.

12. Jurisdiction and governing law: Any dispute relating directly or indirectly to our contractual relationship with the buyer is under the exclusive jurisdiction of the courts covering our registered office. All our sales shall be governed by Belgian law.

13. Force majeure: In the event of an Act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity), war or armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, embargo, riot or insurrection), governmental order or regulation (including but not limited to prohibition or restriction of importation or exportation or the regulation or allocation of energy resources), labour disputes (including but not to strikes, slowdown, lockout or sabotage), or any other causes beyond the reasonable control of the parties hereto, neither party shall be liable for any failure to perform any of its obligations hereunder, provided, however, that any party hereto shall have the right to terminate the sale agreement entered into between them upon prior written notice if either party is unable to fulfil its obligation under this Agreement due to any of the above mentioned causes and such inability continues for a period of 3 months.

14. The buyer shall not alter the condition of the Goods. Our Company holds all proprietary rights regarding the Goods. Such proprietary rights shall remain vested in our company.

15. The buyer shall promptly notify our company of each claim of third party that comes to its attention or any complaints regarding the goods.

16. The buyer shall be responsible for the grant of licences or any authorization that may be requested.