

HASA OPTIX
Belgium

1 General

1.1 Any delivery of goods and services by HASA Optix (the "Supplier") to another party (the "Buyer") shall be subject to these General Terms and Conditions. If and to the extent these are in conflict with the terms and conditions of the Buyer, the general terms and conditions of the HASA Optix shall prevail.

1.2 These General Terms and Conditions shall also apply to any subsequent supplies and the supply of replacement parts, regardless of whether the Supplier has made any further reference thereto.

1.3 In the event any of the provisions of these General Terms and Conditions are held legally invalid, the remaining provisions hereof shall remain binding upon all parties.

2 Offer and confirmation

2.1 Purchase orders shall be binding upon HASA Optix only if they have been confirmed in writing by HASA Optix. Every signed proforma invoice by HASA Optix is binding and can not be cancelled anymore without HASA Optix' permission and written confirmation.

3 Prices and payment

3.1 The prices quoted in the order confirmation of HASA Optix shall solely apply. Additional services shall be invoiced separately.

3.2 All prices are in Euro net and do not include value added tax, which shall be invoiced separately at the rate(s) stipulated by applicable law as of the respective date of invoice.

3.3 Unless expressly agreed otherwise, the prices are quoted ex works of the HASA Optix's business office. The Buyer shall bear all additional freight costs, packaging costs in excess of standard packaging, public fees and duties.

3.4 All sales and deliveries by HASA Optix shall be on pre-paid basis.

3.5 HASA Optix shall have the right to suspend and refuse deliveries to the Buyer if the Buyer fails to pay its purchases within the agreed payment term.

3.6 If the Buyer fails to make any payment within the agreed time, it shall be immediately in default by law after expiry of said deadline without a further reminder or notice of default being required and, from that date, it shall be required to pay the legal commercial interest, on the amount invoiced until the date of full payment, such without prejudice to HASA Optix's other rights.





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3.7 The Buyer may only withhold or set off those claims against the HASA Optix that are undisputed or have been found to be legally binding.

4 Delivery

4.1 Unless otherwise expressly agreed, HASA Optix shall deliver ex works (EXW INCOTERMS 2010) of the HASA Optix's business office using these Terms and Conditions.

4.2 Parties acknowledge that any delivery dates are approximate only and time shall not be of the essence.

4.3 Delivery periods shall begin on the date of the order confirmation by HASA Optix, however in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates.

4.4 HASA Optix shall be entitled to suspend its deliveries in the event of suspected insolvency of the Buyer or if the Buyer fails to meet its obligations towards HASA Optix within fifteen (15) days after having been notified thereof by HASA Optix in writing.

4.5 HASA Optix may perform partial deliveries if such action would not unreasonably affect the Buyer.

5 Transfer of risk and transport insurance

5.1 Unless agreed upon otherwise, transfer of risk from HASA Optix to the Buyer takes place no later than with dispatch or departure of the goods ex works.

5.2 On the Buyer's demand and costs consignment shall be adequately insured against damages out of breakage, transport or fire.

6 Retention of title

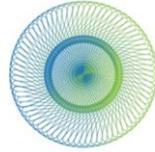
6.1 All goods supplied shall remain HASA Optix's property until each and every claim HASA Optix has against the Buyer under the contract has been fully satisfied.

6.2 The Buyer is obliged to maintain all goods of HASA Optix adequately and in good condition and as specified in storage conditions.

6.3 For the period of the retention of title, the Buyer may not pledge the goods or use them as security.

6.4 The Buyer may resell and/or process the goods in the ordinary course of business subject to the following additional provisions:





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a. The retention of title shall extend to the full value of the products created by processing the goods or mingling or combining goods with other products; in this respect, HASA Optix shall be deemed to be the manufacturer. If goods are processed, mingled or combined with goods of any third parties and such third parties retain their rights of ownership, HASA Optix shall acquire a pro-rata co-owner's interest based on the invoiced values of the processed, mingled or combined goods. In all other respects, the resulting product shall be subject to the same provisions as the original goods.

b. The Buyer already now assigns to HASA Optix by way of security any accounts receivable from third parties resulting from the resale of the goods or the product in their full amount or, if applicable, in the amount of HASA Optix's co-owner's interest as provided for in the above sub-section and HASA Optix accepts such assignment.

c. The Buyer shall have the right to collect accounts receivable apart from HASA Optix. HASA Optix agrees not to collect any accounts receivable as long as the Buyer is not in default in payment, no petition to open insolvency proceedings is filed and no other defect in its ability to perform occurs. Otherwise, HASA Optix may demand that the Buyer informs HASA Optix about the assigned accounts receivable and their debtors, provides all information required for collection, hands over the related documents and informs the debtors (third parties) about the assignment.

6.5 In the case of continued failure of payment and following the expiry of a reasonable time set by HASA Optix, HASA Optix has the right to withdraw from the contract and to take the retained goods back. The Buyer shall be obliged to return to HASA Optix any goods which payment has not been received at its own cost.

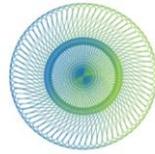
7 Warranty

7.1 The Buyer must notify HASA Optix within fifteen (15) days if any goods delivered by HASA Optix is defective, failing which there shall be no further claim against HASA Optix.

7.2 If so requested by HASA Optix, the goods claimed to be defective shall be returned to HASA Optix for examination in their original or equivalent packaging.

7.3 The Buyer shall give HASA Optix the opportunity to remove defects within a reasonable period of time.





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7.4 HASA Optix shall remedy defects if the warranty claim is valid and made within the warranty period. It is at HASA Optix discretion whether it remedies the defect by repair or replacement.

7.5 HASA Optix shall only bear the costs necessary to remedy the defect. It shall not bear supplementary expenses, including costs of transport, labour and material to the extent such expenses are increased because the object of supply was subsequently brought to another location than the Buyer's branch office.

7.6 All claims for damages caused by natural wear and tear or for damages arising after the transfer of risk from faulty or negligent handling, or damages caused by improper use shall be excluded.

7.7 The limitation period for claims for defects shall be twelve (12) months from the date of delivery, unless statutory law obligatorily prescribes a longer period.

7.8 Unless expressly agreed otherwise, the Buyer shall be entitled to rescind the contract in accordance with its statutory rights, however it shall only be entitled to so if it has previously given HASA Optix twice a reasonable period to remedy the defect that HASA Optix failed to observe.

8 Liability

8.1 HASA Optix is only liable for damage that is the direct and exclusive consequence of intent or gross negligence on the part of HASA Optix and to the extent that it has been properly notified in writing of its default by the Buyer and HASA Optix has been given a reasonable period of time to provide repair or replacement.

8.2 HASA Optix does not accept in any case whatsoever liability for trading loss or other indirect damage within the broadest sense of that term incurred by the Buyer, including consequential loss, loss of profits and cost savings, regardless of cause.

8.3 The total liability of HASA Optix shall not exceed in any case whatsoever compensation of the damage up to an amount equal to the price excluding VAT stipulated for the agreement concerned, up to a maximum of 100% of the order amount, excluding sales taxes.

8.4 The limitation period for claims against HASA Optix, based on whatever legal ground, shall be twelve (12) months from the date of delivery to the Buyer and in case of tortious claims, twelve (12) months from the date the Buyer becomes aware of the grounds giving rise to a claim.





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9 Term and termination

9.1 If circumstances occur of which HASA Optix was unaware on conclusion of the contract and as a result of which compliance with the contract is not possible, HASA Optix may demand of the Buyer that the content of the contract is amended in such a way as to enable performance.

9.2 The Buyer may terminate the contract only if HASA Optix has imputably failed to comply with its obligations and has been notified of its default in writing by the Buyer and HASA Optix has been given a reasonable period of time to remedy this failure.

9.3 HASA Optix may terminate the contract in part or in whole without prejudice to its right to compensation of costs and loss of profit and without prior notice or judicial intervention if the Buyer is granted a moratorium of payments, files a petition for bankruptcy, debtor relief or other protection from creditors, or the Buyer's business is liquidated (other than on behalf of reorganization or combination of enterprises or assets).

9.4 In the event of (partial) termination the Buyer cannot claim annulment of performances already made by HASA Optix and HASA Optix shall be fully entitled to receive payment in this respect.

10 *Casus fortuitus*

10.1 In the event of a *casus fortuitus*, meaning any circumstance which is not within the reasonable control of HASA Optix, without limitation, any (or the apprehension of any) strike, lockout or labour dispute or any government order or restriction or compliance with any order or other circumstance which prevent performance of a contract by HASA Optix, HASA Optix may suspend delivery and other obligations arising out of the contract. If the period in which HASA Optix is unable to perform an obligation as a result of *casus fortuitus* lasts longer than two months, both HASA Optix and the Buyer shall then be authorized to dissolve the contract without judicial intervention and without this giving rise to any right to damages.

10.2 If HASA Optix has already partly fulfilled its obligations before the commencement of *casus fortuitus*, or if it will only partly be able to fulfil its obligations as a result of the commencement of *casus fortuitus*, it shall be entitled to invoice whatever has already been supplied or the part that can still be supplied separately and the Buyer shall be obliged to pay this invoice as if it concerned a separate contract.

10.3 HASA Optix shall also be entitled to rely on *casus fortuitus* if the non-imputable





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circumstance which prevented performance of its obligation only commenced after it should have fulfilled its obligation.

11 Intellectual property rights

11.1 In the event of claims against the Buyer because of breach of an industrial property right or a copyright in using deliveries or services supplied by HASA Optix in accordance with the contractually defined manner, HASA Optix shall use its reasonable best efforts to obtain the right for the Buyer to continue using such deliveries of services, provided that the Buyer gives immediate written notice of such third-party claims and HASA Optix's rights to take all appropriate defensive and out-of-court actions are reserved. If, despite such actions, it proves impossible to continue using the deliveries or services supplied by HASA Optix under reasonable economic conditions, it shall be understood as agreed that HASA Optix may, at the discretion of HASA Optix, modify or replace the particular delivery or service for removal of a legal deficiency, or take back such delivery or service with refunding of the sales price previously paid to HASA Optix less a certain deduction to account for the age of the delivery or service in question.

11.2 The Buyer shall have no further claims alleging infringement of industrial property or copyrights provided HASA Optix has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties. HASA Optix shall have no obligations in accordance with section 11.1 in case breaches of rights are caused by exploiting the deliveries or services supplied by HASA Optix in any other manner than contractually defined or by operating these together with any other than HASA Optix's deliveries or services.

12 Confidentiality

12.1 Both HASA Optix and the Buyer warrant that all information, which is exchanged between parties within the framework of the agreement concluded between parties, is of a confidential nature and shall remain secret. Information is regarded in any case confidential if this information has been designated as such by one of the parties.

13 Disputes and governing law

13.1 All disputes arising from offers and contracts between HASA Optix and the Buyer shall be submitted to the jurisdiction of the court in Brussels.





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13.2 Governing law shall be the law of the Belgium with the exclusion of the international conflict of law's provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

