

GENERAL TERMS AND CONDITIONS OF SALE OF NV RENSON® SUNPROTECTION-PROJECTS

1) GENERAL

Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by NV RENSON® SUNPROTECTION-PROJECTS (Maalbeekstraat 6, B-8790 Waregem, 0448.673.203 – hereinafter “**RENSON®**”), to all agreements between RENSON® and its customer (“**Customer**”) and to all invoices issued by RENSON®, regardless of whether the residence or registered office of the Customer is located in Belgium or another country and regardless of whether the delivery is to be made in Belgium or another country. In the event of a discrepancy between these general terms and conditions and any separate written agreement between RENSON® and the Customer, the clauses of the separate written agreement shall prevail. Through the mere placement of the order, the Customer accepts these general terms and conditions. Furthermore, acceptance of these general terms and conditions implies that the Customer completely renounces the application of its own general (purchasing) terms and conditions.

2) CONCLUSION OF AGREEMENTS AND CANCELLATION OF THE ORDER

2.1 Quotes shall be valid for sixty (60) days from the date on which they are issued, unless expressly stipulated otherwise. Quotes and proposed contracts from RENSON® shall be free of obligations and thus shall not be binding for RENSON®. Deviation from the quote shall be possible if certain real information communicated by the Customer and that was important during determination of the price are found to not correspond to the actual situation.

2.2 There shall only be an agreement between RENSON® and the Customer from the time of a signed confirmation of an order from a duly authorised representative of RENSON®, the signing of a separate written agreement or delivery and invoicing of the goods.

2.4 The agreement between RENSON® and the Customer shall not include assembly and installation, which shall be performed under the responsibility and at the expense of the Customer.

2.3 In the event of cancellation of the order by the Customer within 24 hours following confirmation of the order by RENSON® (date of the fax), the Customer shall owe a fixed compensation equal to 25% of the agreed price, without prejudice of the right of RENSON® to claim further compensation with proof of greater actual damages suffered. Because the goods are always custom-built and therefore only have value if used in the location for which they are intended, any cancellation of the order after this 24-hour period shall be excluded unless agreed by RENSON® and following payment by the Customer of the full price of the goods.

3) PRICE AND PAYMENT

3.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or the price lists provided by RENSON®. Unless stipulated otherwise in a written agreement, the prices shall be exclusive of (i) VAT; (ii) all drawings specifically for the goods ordered; (iii) any assembly and installation of the goods to be performed by RENSON®; and (iv) the fastening materials. Unless stipulated otherwise in a written agreement, the Customer shall alone be responsible for any taxes or duties. If certain costs that affect the agreed price were to increase as a result of circumstances outside of the control of RENSON®, such as increased fees and duties on the goods to be delivered, increased freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of national or sectoral Collective Bargaining Agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase, by simple notification.

3.2 All invoices must be paid to the company headquarters of RENSON® by the deadline indicated on the invoices. Each invoice shall be deemed accepted in the absence of an objection sent by registered mail sent within 8 days after receipt of the invoice. Dispute of the invoice shall not suspend the Customer's obligation to pay.

3.3 Payments must be made in EUROS, unless specified otherwise in a written agreement. All payment costs shall be borne by the Customer.

3.4 In the event of total or partial failure to pay an invoice by the due date, the Customer shall rightfully owe, without prior notification, 1% late interest fees per month due, for each month begun, increased by a fixed compensation of 10% of the invoice amount, with a minimum of 125 EUROS, without prejudice to the right of RENSON® to claim further compensation with proof of greater actual damages suffered. All collection charges shall be borne by the Customer. In the event of failure to pay one single invoice by the due date, (i) RENSON® shall furthermore be entitled, without prior notification or compensation for damages, to suspend the Customer's other orders until full payment of the invoice; and (ii) any other debts owed by the Customer that have not yet come due shall rightfully become immediately due, without prior notification. Debt set-off by the Customer shall be expressly excluded.

3.5 In the event that the trust of RENSON® in the Customer's creditworthiness is undermined by legally enforced procedures and/or other demonstrable events that jeopardise and/or prevent faith in correct fulfilment of the Customer's obligations, RENSON® reserves the right, even if the goods have already been fully or partially sent, to suspend the entire order or a portion thereof and to demand guarantees from the Customer. If the Customer refuses to comply, RENSON® reserves the right, without any right on the part of the Customer to compensation, to cancel the entire order or a portion thereof, without prejudice to the right of RENSON® to compensation for its damages.

4) DELIVERY

4.1 The agreed delivery deadlines are indicative unless agreed otherwise in writing. Any overstepping of the delivery deadline will not give rise to any liability on the part of RENSON®, to annulment of the agreement or to any form of compensation. Modifications to a placed order - if accepted by RENSON® - shall automatically lead to extension of the assumed delivery deadline.

4.2 Unless stipulated otherwise in a written agreement, delivery of the goods shall be made EX WORKS (Incoterms® 2010 - headquarters of RENSON®). The Customer shall be obliged to pick up the goods on the assumed delivery dates. The Customer shall sign the delivery slip in acknowledgement of receipt, stating its name and “in receipt of the goods”. The Customer may appoint someone to represent it. If, for any reason whatsoever, the goods are not picked up by the Customer on the delivery date, the goods in question shall be kept by RENSON® for a limited period of time, at the expense and risk of the Customer. Such storage shall not suspend the Customer's payment obligation.

4.4 The goods delivered by RENSON® to the Customer shall remain the property of RENSON® until the time when the Customer has paid to RENSON® all amounts due, including interest and charges. Nevertheless, the risks of loss or destruction of the goods shall be fully borne by the Customer from the time when the sold good has been delivered. Until the full payment has been completed, the Customer shall be expressly prohibited from using the delivered goods as a means of payment or burdening them with any security right and the Customer must affix a sign on the delivered goods which clearly states that they are the property of RENSON®. Advances paid by the Customer shall remain acquired in compensation for possible losses in the event of re-sale.

5) DEFECTS - WARRANTY

5.1 Upon delivery, the Customer must check whether the delivered goods contain visible damage or defects. The Customer must specifically and precisely record visible damage or defects on the delivery slip and report them to RENSON® within a maximum of 48 hours following delivery by registered mail or fax. Late complaints shall not be accepted. The Customer expressly accepts that there may be differences in the colour of interior

and exterior sun protection systems delivered with respect to the models shown in the catalogues and that, when the surfaces are enamelled, there may be slight colour differences depending on the RAL number among the paint shops themselves. These differences shall not give the Customer the right to demand annulment of the agreement, to refuse the delivery and/or payment and to obtain any form whatsoever of compensation or indemnification.

5.2 Any complaint regarding concealed defects must be made by registered mail sent to RENSON® within no more than one (1) month following discovery of the defect or report of the defect by the end user. Late complaints shall not be accepted. The Customer shall impose on the end user a maximum period for the reporting of defects of two (2) months following discovery of the defects.

5.3 The warranty on sun protection systems and continuous louver systems shall be valid for two (2) years from the date of production. For a period of two (2) years from the date of production, RENSON® guarantees that, in the event of an acceptable and legitimate complaint regarding defects in the goods, it will service the sun protection system and, if necessary, replace and/or repair (at the discretion of RENSON®) the defective good and/or deliver parts to replace any defective parts (still to be assembled by the Customer (installer)). RENSON® may never be held to pay any compensation or be imposed with a fine of any nature. The Customer shall be responsible for transport of the defective goods to the workshops of RENSON®. The Customer shall not be entitled to claim any other compensation or indemnification from RENSON®, such as for assembly costs (travel and wages). The installation and maintenance of the goods must always be performed according to the instructions provided with the good and according to best practice. Unless stipulated otherwise, the sun protection systems and continuous louver systems must be installed, assembled and fastened to a steel or concrete structure according to the instructions of RENSON®. At the Customer's request, RENSON® can provide initial advice on the wind loads on sun protection systems and continuous louver systems. However, in doing so, NV RENSON® does not give an explicit nor implicit guarantee to the Customer. Such studies must be carried out by specialised engineering bureaux. The warranty provided by RENSON® shall not apply in the event of damage to any goods due to improper use, inadequate maintenance, normal wear and tear or anomalies specific to the good that do not prevent its operation. “Improper use” shall be understood as any misuse, unsafe behaviour, wrong or forced use and unprescribed adjustments or modifications to the good and/or parts thereof. The warranty supplied by RENSON® shall likewise not apply in the event of damages caused by transport or storage on the work site, defects caused by unauthorised repair by third parties, damages caused by parts used that are nonconforming or not recognized by the technical department of RENSON®, intense exposure to harmful environmental conditions, assembly with insufficiently sturdy fastening materials, abnormal weather conditions (storm, hail, water, lightning and fire damage), violence and acts of war. The warranty shall not apply in the event of improper use or installation (including but not limited to defects in the underlying structure, defects in the manner in which the sun protection or continuous louver systems are attached to the underlying structure or defects caused by attachment of certain objects on the assembly); failure to comply with article 6 of these general terms and conditions, meaning inadequate maintenance of the sun protection or continuous louver systems; defects caused by improper interventions performed by the Customer or third parties, such as defects following installation and assembly of the sun protection or continuous louver systems; defects caused by wind loads or other natural elements on the sun protection or continuous louver systems; installation of the sun protection system with components other than those supplied by RENSON®; damage caused by broken glass (for example due to incorrect assembly or uneven heating of the glazing); exposure to a harsh industrial environment with resulting discolouration or damage; corrosion on the grooves due to exposure to an environment with high environmental salt levels and overstepping of the technical limits for use of the good (as stated in the manual).

6) MAINTENANCE BY THE CUSTOMER (CONCERNING SUN PROTECTION AND CONTINUOUS LOUVER SYSTEMS)

The Customer must perform annual servicing and maintenance of the sun protection and continuous louver systems, and especially of the attachments of the sun protection system, its parts and of the continuous louver system. If necessary, the Customer must expressly inform the end users of this requirement.

7) LIABILITY AND FORCE MAJEURE

7.1 RENSON® (and its appointees, representatives and/or employees) shall only be liable for damage caused by the failure to comply with its contractual commitments, if and insofar as that damage is caused by fraud, deception or intentional or gross misconduct on its part. RENSON® shall not be liable for any other errors. If RENSON® is held liable for any damage, the liability of RENSON® shall always be limited at most to the invoice value of the Customer's order or, anyhow, to that part of the order concerned by the liability. RENSON® shall never be liable for indirect damage, including though not exclusively consequential damages, loss of earnings, missed savings or damages to third parties. Only the Customer shall be liable for the use it makes of the goods.

7.2 RENSON® shall be rightfully released and shall not be held to comply with its obligations towards the Customer in the event of force majeure (such as war, partial or general strike or lock-out, operational accidents, fire, machine breakdown, failure of suppliers, lack of raw materials, etc.). Force majeure shall in no case give the Customer the right to annulment of the agreement or any form of compensation. Force majeure claimed by the Customer shall be expressly excluded.

8) ANNULMENT

8.1 All agreements between RENSON® and the Customer are part of a general contractual relationship. If the Customer does not comply with obligations under a certain agreement, RENSON® shall be entitled to suspend further execution of both the agreement in question and other on-going agreements.

8.2 RENSON® shall be entitled in the following cases to annul the agreement with the Customer at all times, with immediate effect and without court authorisation, without prior notification and without payment of any compensation: (i) if, despite written notification respecting seven (7) calendar days, the Customer still fails to comply (in a timely manner) with one or more of the obligations resulting from the agreement; (ii) in the event of suspension of payment or (filing for) bankruptcy or any reorganisation by the Customer under the Law of 31 January 2009; (iii) in the event of settlement or cessation of the Customer's activities; or (iv) if the Customer's property items (or a portion thereof) are placed under sequestration. In the event of annulment, RENSON® retains the right to claim compensation for all costs and damages incurred (including loss of earnings, administrative costs, transport costs, costs of storage, etc.) and all receivables of RENSON® from the Customer shall become immediately due.

9) MISCELLANEOUS

9.1 Without prejudice to any agreement stating otherwise in writing, all intellectual property rights relating to drawings, designs, calculations, etc. Performed by RENSON® on behalf of the Customer and handed over to the Customer shall remain the property of RENSON® and shall in no case be transferred to the Customer.

9.2 If one clause (or part thereof) of these general terms and conditions were to be invalid or unenforceable, that shall not affect the validity and enforceability of the other clauses of these general terms and conditions. In that case, RENSON® and the Customer shall negotiate in good faith to replace the invalid or unenforceable clause with a legal and enforceable clause that corresponds as closely as possible to the aim and intent of the original clause.

10) APPLICABLE LAW AND JURISDICTION

All agreements to which these general terms and conditions apply as well as all other agreements deriving therefrom shall only be governed by Belgian law. All disputes between the Customer and RENSON® shall fall under the exclusive jurisdiction of the competent courts of the legal district of Kortrijk.

GENERAL TERMS AND CONDITIONS OF SALE OF NV RENSON® VENTILATION

1) GENERAL

Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by NV RENSON® Ventilation (Maalbeekstraat 10, B-8790 Waregem, 0462.152.837 – hereinafter “RENSON®”), to all agreements between RENSON® and its customer (“Customer”) and to all invoices issued by RENSON®, regardless of whether the residence or registered office of the Customer is located in Belgium or another country and regardless of whether the delivery is to be made in Belgium or another country. In the event of a discrepancy between these general terms and conditions and any separate written agreement between RENSON® and the Customer, the clauses of the separate written agreement shall prevail. Through the mere placement of the order, the Customer accepts these general terms and conditions. Furthermore, acceptance of these general terms and conditions implies that the Customer completely renounces the application of its own general (purchasing) terms and conditions.

2) CONCLUSION OF AGREEMENTS AND CANCELLATION OF THE ORDER

2.1 Quotes shall be valid for sixty (60) days from the date on which they are issued, unless expressly stipulated otherwise. Quotes and proposed contracts from RENSON® shall be free of obligations and thus shall not be binding for RENSON®. Deviation from the quote shall be possible if certain real information communicated by the Customer and that was important during determination of the price are found to not correspond to the actual situation.

2.2 There shall only be an agreement between RENSON® and the Customer from the time of a signed confirmation of an order from a duly authorised representative of RENSON®, the signing of a separate written agreement or delivery and invoicing of the goods.

2.4 The agreement between RENSON® and the Customer shall not include assembly and installation, which shall be performed under the responsibility and at the expense of the Customer.

2.3 In the event of cancellation of the order by the Customer within 24 hours following confirmation of the order by RENSON® (date of the fax), the Customer shall owe a fixed compensation equal to 25% of the agreed price, without prejudice of the right of RENSON® to claim further compensation with proof of greater actual damages suffered. Because the goods are always custom-built and therefore only have value if used in the location for which they are intended, any cancellation of the order after this 24-hour period shall be excluded unless agreed by RENSON® and following payment by the Customer of the full price of the goods.

3) PRICE AND PAYMENT

3.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or the price lists provided by RENSON®. Unless stipulated otherwise in a written agreement, the prices shall be exclusive of (i) VAT; (ii) all drawings specifically for the goods ordered; (iii) any assembly and installation of the goods to be performed by RENSON®; and (iv) the fastening materials. Unless stipulated otherwise in a written agreement, the Customer shall alone be responsible for any taxes or duties. If certain costs that affect the agreed price were to increase as a result of circumstances outside of the control of RENSON®, such as increased fees and duties on the goods to be delivered, increased freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of national or sectoral Collective Bargaining Agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase, by simple notification.

3.2 All invoices must be paid to the company headquarters of RENSON® by the deadline indicated on the invoices. Each invoice shall be deemed accepted in the absence of an objection sent by registered mail sent within 8 days after receipt of the invoice. Dispute of the invoice shall not suspend the Customer's obligation to pay.

3.3 Payments must be made in EUROS, unless specified otherwise in a written agreement. All payment costs shall be borne by the Customer.

3.4 In the event of total or partial failure to pay an invoice by the due date, the Customer shall rightfully owe, without prior notification, 1% late interest fees per month due, for each month begun, increased by a fixed compensation of 10% of the invoice amount, with a minimum of 125 EUROS, without prejudice to the right of RENSON® to claim further compensation with proof of greater actual damages suffered. All collection charges shall be borne by the Customer. In the event of failure to pay one single invoice by the due date, (i) RENSON®, shall furthermore be entitled, without prior notification or compensation for damages, to suspend the Customer's other orders until full payment of the invoice; and (ii) any other debts owed by the Customer that have not yet come due shall rightfully become immediately due, without prior notification. Debt set-off by the Customer shall be expressly excluded.

3.5 In the event that the trust of RENSON® in the Customer's creditworthiness is undermined by legally enforced procedures and/or other demonstrable events that jeopardise and/or prevent faith in correct fulfilment of the Customer's obligations, RENSON® reserves the right, even if the goods have already been fully or partially sent, to suspend the entire order or a portion thereof and to demand guarantees from the Customer. If the Customer refuses to comply, RENSON® reserves the right, without any right on the part of the Customer to compensation, to cancel the entire order or a portion thereof, without prejudice to the right of RENSON® to compensation for its damages.

4) DELIVERY

4.1 The agreed delivery deadlines are indicative unless agreed otherwise in writing. Any overstepping of the delivery deadline may not give rise to any liability on the part of RENSON®, to annulment of the agreement or to any form of compensation. Modifications to a placed order - if accepted by RENSON® - shall automatically lead to extension of the assumed delivery deadline.

4.2 Unless stipulated otherwise in a written agreement, delivery of the goods shall be made EX WORKS (Incoterms® 2010 – headquarters of RENSON®). The Customer shall be obliged to pick up the goods on the assumed delivery dates. The Customer shall sign the delivery slip in acknowledgement of receipt, stating its name and “in receipt of the goods”. The Customer may appoint someone to represent it. If, for any reason whatsoever, the goods are not picked up by the Customer on the delivery date, the goods in question shall be kept by RENSON® for a limited period of time, at the expense and risk of the Customer. Such storage shall not suspend the Customer's payment obligation.

4.4 The goods delivered by RENSON® to the Customer shall remain the property of RENSON® until the time when the Customer has paid to RENSON® all amounts due, including interest and charges. Nevertheless, the risks of loss or destruction of the goods shall be fully borne by the Customer from the time when the sold good has been delivered. Until the full payment has been completed, the Customer shall be expressly prohibited from using the delivered goods as a means of payment or burdening them with any security right and the Customer must affix a sign on the delivered goods which clearly states that they are the property of RENSON®. Advances paid by the Customer shall remain acquired in compensation for possible losses in the event of re-sale.

5) DEFECTS - WARRANTY

5.1 Upon delivery, the Customer must check whether the delivered goods contain visible damage or defects. The Customer must specifically and precisely record visible damage or defects on the delivery slip and report them to RENSON® within a maximum of 48 hours following delivery by registered mail or fax. Late complaints shall not be accepted. The Customer expressly accepts that, when the surfaces are enamelled, there may be slight colour differences depending on the RAL number among the paint shops

themselves. These differences shall not give the Customer the right to demand annulment of the agreement, to refuse the delivery and/or payment and to obtain any form whatsoever of compensation or indemnification.

5.2 Any complaint regarding concealed defects must be made by registered mail sent to RENSON® within no more than one (1) month following discovery of the defect or report of the defect by the end user. Late complaints shall not be accepted. The Customer shall impose on the end user a maximum period for the reporting of defects of two (2) months following discovery of the defects.

5.3 The warranty on ventilation products shall be valid for two (2) years from the date of production. For a period of two (2) years from the date of production, RENSON® guarantees that, in the event of an acceptable and legitimate complaint regarding defects in the goods, it will service the ventilation system and, if necessary, replace and/or repair (at the discretion of RENSON®) the defective good and/or deliver parts to replace any defective parts (still to be assembled by the Customer (installer)). RENSON® may never be held to pay any compensation or be imposed with a fine of any nature. The Customer shall be responsible for transport of the defective goods to the workshops of RENSON®. The Customer shall not be entitled to claim any other compensation or indemnification from RENSON®, such as for assembly costs (travel and wages). The installation and maintenance of the goods must always be performed according to the instructions provided with the good and according to best practice. The warranty provided by RENSON® shall not apply in the event of damage to any goods due to improper use, inadequate maintenance, normal wear and tear or anomalies specific to the good that do not prevent its operation. “Improper use” shall be understood as any misuse, unsafe behaviour, wrong or forced use and unprescribed adjustments or modifications to the good and/or parts thereof. The warranty supplied by RENSON® shall likewise not apply in the event of damages caused by transport or storage on the work site, defects caused by unauthorised repair by third parties, damages caused by parts used that are nonconforming or not recognized by the technical department of RENSON®, intense exposure to harmful environmental conditions, assembly with insufficiently sturdy fastening materials, abnormal weather conditions (storm, hail, water, lightning and fire damage), violence and acts of war. The warranty is likewise not valid in the event of damage due to paint, drilling, temporary or permanent modification of environmental factors, penetration of construction waste, injection of products other than those which are suitable, use of corrosive fluids or solvents, exposure to chemicals, exposure to a harsh industrial environment with resulting damage, corrosion due to exposure to an environment with high environmental salt levels, disassembly/opening of the product by the user, voltage peaks on the power network and installation in applications for which the product was not designed by RENSON®.

6) MAINTENANCE BY THE CUSTOMER (MECHANICAL VENTILATION)

6.1 **System C+ Healthbox:** To ensure proper functioning, the Customer must unclip the perforated plates at least every three months and clean them with a vacuum cleaner and moist cloth. If necessary, the Customer must expressly inform the end users of this requirement.

6.2 **System C+ Xtravent:** To ensure proper functioning, the Customer must remove the removable cover plate and control valve from the flue at least every three months and clean them with a vacuum cleaner and moist cloth or by placing them in the upper shelf of the dishwasher. If necessary, the Customer must expressly inform the end users of this requirement.

6.3 **System C Basic:** To ensure proper functioning, the Customer must unclip the intake and flue rings at least every three months and clean them with a vacuum cleaner and moist cloth. When doing so, the Customer must ensure that the set-up is not changed. If necessary, the Customer must expressly inform the end users of this requirement.

7) LIABILITY AND FORCE MAJEURE

7.1 RENSON® (and its appointees, representatives and/or employees) shall only be liable for damage caused by the failure to comply with its contractual commitments, if and insofar as that damage is caused by fraud, deception or intentional or gross misconduct on its part. RENSON® shall not be liable for any other errors. If RENSON® is held liable for any damage, the liability of RENSON® shall always be limited at most to the invoice value of the Customer's order or, anyhow, to that part of the order concerned by the liability. RENSON® shall never be liable for indirect damage, including though not exclusively consequential damages, loss of earnings, missed savings or damages to third parties. Only the Customer shall be liable for the use it makes of the goods.

7.2 RENSON® shall be rightfully released and shall not be held to comply with its obligations towards the Customer in the event of force majeure (such as war, partial or general strike or lock-out, operational accidents, fire, machine breakdown, failure of suppliers, lack of raw materials, etc.). Force majeure shall in no case give the Customer the right to annulment of the agreement or any form of compensation. Force majeure claimed by the Customer shall be expressly excluded.

8) ANNULMENT

8.1 All agreements between RENSON® and the Customer are part of a general contractual relationship. If the Customer does not comply with obligations under a certain agreement, RENSON® shall be entitled to suspend further execution of both the agreement in question and other on-going agreements.

8.2 RENSON® shall be entitled in the following cases to annul the agreement with the Customer at all times, with immediate effect and without court authorisation, without prior notification and without payment of any compensation: (i) if, despite written notification respecting seven (7) calendar days, the Customer still fails to comply (in a timely manner) with one or more of the obligations resulting from the agreement; (ii) in the event of suspension of payment or (filing for) bankruptcy or any reorganisation by the Customer under the Law of 31 January 2009; (iii) in the event of settlement or cessation of the Customer's activities; or (iv) if the Customer's property items (or a portion thereof) are placed under sequestration. In the event of annulment, RENSON® retains the right to claim compensation for all costs and damages incurred (including loss of earnings, administrative costs, transport costs, costs of storage, etc.) and all receivables of RENSON® from the Customer shall become immediately due.

9) MISCELLANEOUS

9.1 Without prejudice to any agreement stating otherwise in writing, all intellectual property rights relating to drawings, designs, calculations, etc. Performed by RENSON® on behalf of the Customer and handed over to the Customer shall remain the property of RENSON® and shall in no case be transferred to the Customer.

9.2 If one clause (or part thereof) of these general terms and conditions were to be invalid or unenforceable, that shall not affect the validity and enforceability of the other clauses of these general terms and conditions. In that case, RENSON® and the Customer shall negotiate in good faith to replace the invalid or unenforceable clause with a legal and enforceable clause that corresponds as closely as possible to the aim and intent of the original clause.

10) APPLICABLE LAW AND JURISDICTION

All agreements to which these general terms and conditions apply as well as all other agreements deriving therefrom shall only be governed by Belgian law. All disputes between the Customer and RENSON® shall fall under the exclusive jurisdiction of the competent courts of the legal district of Kortrijk.

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GENERAL TERMS OF SALE

(replaces previous version)

1) GENERAL

Unless otherwise agreed in writing, these general terms shall apply to all quotations made by NV RENSON® Sunprotection-Screens, every agreement concluded between NV RENSON® Sunprotection-Screens and the customer and all invoices by NV RENSON® Sunprotection-Screens, irrespective of whether the customer's domicile or registered office is in Belgium or abroad and/or whether delivery is to be made in Belgium or abroad.

The customer's general terms of purchase shall be applicable only if they are accepted by NV RENSON® Sunprotection-Screens in writing.

In the event of a conflict between the terms of purchase thus accepted and NV RENSON® Sunprotection-Screens's current terms, the latter shall always prevail.

2) QUOTATIONS

Unless explicitly stated differently, quotations shall remain valid for 60 days from the date they were drawn up. Should particular costs increase the prices quoted, beyond NV RENSON® Sunprotection-Screens's control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

A variation from the quotation shall also be possible should particular facts, provided by the customer, and necessary for the determination of the price not appear to match reality.

3) NV RENSON® Sunprotection-Screens'S COMMITMENTS

Any undertakings into which NV RENSON® Sunprotection-Screens has entered shall be binding only upon written confirmation on its part.

4) CANCELLATION OF ORDERS

In the event of cancellation by the client within 24 hours of his order, confirmed by RENSON® NV (based on the date of confirmation by RENSON® NV), a sum equal to 25 % of the agreed price shall be due, as a contractual, fixed compensation, with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

Due to the fact that the goods are always custom-made and therefore are only valuable when used on the location where they are constructed, after 24 hours the fixed compensation will be at least the agreed price with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

5) CONTRACTUAL RELATIONSHIP

All agreements between NV RENSON® Sunprotection-Screens and the customer shall be part of an overall contractual relationship. Should the customer not meet his obligations arising under a particular agreement, NV RENSON® Sunprotection-Screens may suspend further performance of both the agreement in question and all other current agreements.

6) PRICES

a) Unless otherwise agreed in writing, prices shall include all drawings specifically needed for the goods bought from NV RENSON® Sunprotection-Screens. Unless otherwise agreed in writing, neither assembly nor installation of the goods nor fastening materials shall be included in the price.

b) Should particular costs have an influence on the agreed price through circumstances beyond NV RENSON® Sunprotection-Screens's control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

7) DELIVERY

a) Unless otherwise agreed in writing, all agreements with the customer concluded by NV RENSON® Sunprotection-Screens shall apply 'ex works'. As a result, NV RENSON® Sunprotection-Screens shall have met its duty to deliver from the moment it has put the goods at the disposal of the customer on its premises. The customer can always have himself represented. If, for any reason, the goods are not collected by the customer on the delivery date, the merchandise shall remain on NV RENSON® Sunprotection-Screens's premises on the customer's account and at his risk including the risk of fire. Unless otherwise agreed in writing, the customer shall bear all costs related to the transport of the goods from NV RENSON® Sunprotection-Screens's premises to the desired destination even where carriage paid delivery is agreed.

b) Agreed delivery times are indicative, unless otherwise agreed in writing. Delivery terms shall be respected as much as possible. Overrunning the delivery term cannot entail any liability on the part of NV RENSON® Sunprotection-Screens neither can it lead to annulling the agreement.

c) The customer shall be bound to check the goods as for good condition and number before taking possession of them and making the necessary, written and specified objections if any to the carrier, who shall be solely liable. Goods shall be returned at the expense and risk of the customer.

d) Changes to the order - if accepted by NV RENSON® Sunprotection-Screens - automatically mean that the delivery date previously set will be postponed. The period of late advance payments shall automatically be added to the delivery date.

8) Colour differences

Differences may occur between the colours of the samples included in the catalogues of N.V. Kestelyn and the actual delivered goods for both indoor and outdoor sunscreens. Minor colour differences may also occur between different paint-spraying shops in the enamelling process of the profiles according to RAL number. Such discrepancies shall under no circumstances entitle the customer to terminate the agreement, nor to refuse payment and/or acceptance of the delivery, or to claim any damages or compensation.

9) FORCE MAJEURE

NV RENSON® Sunprotection-Screens cannot be held liable in case non-compliance with its commitments is caused by acts of force majeure such as war, riot, partial or general strike, partial or general lockout, infectious disease, industrial accident, fire, breakage of machinery, insolvency of suppliers, shortage of raw materials, etc. Force majeure shall in no event entitle the customer to annul the agreement or to claim damages.

10) REFUSAL OF GOODS/DEFAULT BY THE CUSTOMER

If the customer refuses delivery of the goods purchased or does not meet his obligations towards NV RENSON® Sunprotection-Screens, NV RENSON® Sunprotection-Screens may opt for breaking up the entire agreement or part thereof subject to damages or else for enforced execution of the order. It shall be sufficient for NV RENSON® Sunprotection-Screens to make its will known explicitly.

Any termination of the contract, will be judicial and without any prior notice of default or judicial intervention, if notified by registered letter. The customer shall thereby be bound towards NV RENSON® Sunprotection-Screens to compensate all damages incurred including loss of profit, administrative costs, transport costs, storage costs, etc.

Furthermore, NV RENSON® Sunprotection-Screens shall be entitled to defer further execution of both the agreement concerned and other current agreements as a whole or in part.

11) DEFECTS

a) Upon delivery the customer shall check whether the goods delivered show visible damage or defects. Visible damage or defects must be reported by the customer, in a clear and specific way, to the forwarder through remarks on the packing list, and to RENSON® NV by means of a registered letter or a fax within 48 hours after delivery. Late complaints will not be accepted.

b) A complaint concerning hidden defects must be made by registered letter not later than one month after delivery. Late complaints will not be accepted.

c) In the event of an acceptable and justified complaint regarding defects in the goods, NV RENSON® Sunprotection-Screens shall replace or repair the goods delivered. NV RENSON® Sunprotection-Screens may in no event be held to any other compensation and neither can any other penalty be imposed upon it.

12) ASSEMBLY AND INSTALLATION

Assembly and installation can never fall under the agreement between NV RENSON® Sunprotection-Screens and the customer. The customer must at his own expense provide all support and materials required for assembly and installation.

13) MAINTENANCE BY THE CUSTOMER

(RELATES TO SUN PROTECTION SYSTEMS AND CONTINUOUS LOUVRE SYSTEMS)

The customer shall be bound to carry out an annual inspection and maintenance of the sun protection system and continuous louvers and in particular of the fixation of the sun protection system, their components and the louvers.

14) WARRANTY BY NV RENSON® Sunprotection-Screens (RELATES TO SUN PROTECTION SYSTEMS AND CONTINUOUS LOUVRE SYSTEMS)

a) For a period of five years from the date of production, NV RENSON® Sunprotection-Screens warrants, in the event of a defect to non-wearing parts in a sun protection system manufactured by NV RENSON® Sunprotection-Screens, the full revision of the sunprotection system by its technicians in the manufactory or the delivery of spare parts in exchange of the defected parts, to install by the customer/ installer. The transportation of the goods takes place on the account of the customer. The customer can not claim any other compensation or intervention on behalf of NV RENSON® Sunprotection-Screens, such as assembly costs (travel expenses and wages).

b) Neither the primary structure to which nor the manner in which the sun protection system and continuous louvers are fixed (type of fastenings, number, etc.) are determined by NV RENSON® Sunprotection-Screens. When sending out quotations as well as executing orders, NV RENSON® Sunprotection-Screens assumes, unless otherwise specified explicitly, that the sun protection system and continuous louvers will be installed and assembled in conformity with NV RENSON® Sunprotection-Screens's instructions and will be fixed to a steel or concrete structure.

c) At the customer's request, NV RENSON® Sunprotection-Screens can provide initial advice on the wind loads on sunprotection system and continuous louvers. However, in doing so, NV RENSON® Sunprotection-Screens does not give an explicit nor implicit guarantee. Such studies must be carried out by specialized engineering bureaus.

d) All claims under the warranty provided by this clause shall expire in case of :

- improper use, including defects in the primary structure, defects in the fixing of the sun protection system or continuous louver system to the primary structure and defects resulting from the fixing of particular objects to the construction.

- non-compliance with clause 13 of these terms, i.e. inadequate maintenance of the sun protection system or continuous louver system

- defects resulting from improper intervention by the customer or a third party including defects in the installation and assembly of the sun protection system or continuous louver system

- defects caused by wind loads or the force of other natural elements on the sun protection system or continuous louver system

- installation of the sun protection system with components other than those supplied by NV RENSON® Sunprotection-Screens.

15) TAXES

In the absence of a written agreement to the contrary, all taxes shall be borne solely by the customer. A possible change in the amount of taxes can never be ground for breaking up the agreement.

16) ACCEPTANCE OF INVOICE - PAYMENT

Every invoice shall be deemed to have been accepted 8 days from its dispatch unless a written objection is received by registered letter.

All invoices shall be payable at NV RENSON® Sunprotection-Screens's registered office. Payment by transfer, bill of exchange or any other method from abroad does not change this regulation nor shall it imply any debt novation.

In the absence of a written agreement to the contrary, NV RENSON® Sunprotection-Screens's invoices shall be payable as follows:

A. For the sun protection system or continuous louver systems:

- an initial instalment of 30% of the total agreed price must be paid within a period of three days of the customer placing the order.

- a second instalment of 30% of the total agreed price must be paid prior to the anticipated delivery date.

- the balance of 40% of the total agreed price must be within 30 days from delivery.

B. for all other products: the total agreed price must be paid within a period of 30 days from delivery. Unless otherwise agreed in writing, payment must be made in Euros. All payment costs must be borne by the customer.

If NV RENSON® Sunprotection-Screens's faith in the credit worthiness of the customer is shaken by acts of judicial actions against the customer and/or other provable events that put in question or render impossible faith in the proper fulfillment of the customer's obligations, NV RENSON® Sunprotection-Screens reserves the right to postpone the entire order or part thereof even if the goods have already been dispatched wholly or in part and to demand suitable guarantees of the customer. If the customer refuses to provide these, NV RENSON® Sunprotection-Screens reserves the right to cancel the entire order or part thereof. All of the above shall apply without prejudice to NV RENSON® Sunprotection-Screens's rights to damages and interest.

In the event of total or partial non-payment on the due date, unsettled invoices shall be subject, judicially and without prior notice of default, to late payment interest at a rate of 12% per annum and, after notice of default has been given without any result, the outstanding balance shall be increased by 10% of the invoice amount with a minimum of 125 Euro even when a deferred payment has been allowed.

Non-payment of an individual invoice on the due date shall render the outstanding balance of all other invoices, due or not, payable immediately by of right.

17) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual and industrial property rights in drawings, designs, calculations, etc., performed by NV RENSON® Sunprotection-Screens for the client's account and / or delivered to the client remain the property of NV RENSON® Sunprotection-Screens. The drawings, designs and calculations may only be used by the client for the execution of this agreement. They constitute confidential information of NV RENSON® Sunprotection-Screens and, without the prior consent of NV RENSON® Sunprotection-Screens, may not be shared by the client with third parties. Regarding patio roofs with translucent fins, the client is only allowed to have it installed if he/she agrees not to challenge patents DE10 2007 023 088 B3 and EP 1992757 B1 .

18) RIGHT OF OWNERSHIP

Goods supplied to the customer by NV RENSON® Sunprotection-Screens shall remain the property of the latter until all payments due, including interest and costs, have been paid by the customer to Renson.

The client undertakes not to sell, process or assign the goods, subject to the right of ownership, as long as they are not fully paid for.

Advance payments remain with NV RENSON® Sunprotection-Screens as a compensation for any possible loss on resale.

19) APPLICABLE LAW AND STIPULATION OF JURISDICTION

Any conflicts between the customer and NV RENSON® Sunprotection-Screens shall be subject to the sole jurisdiction of the competent courts in the judicial district of Kortrijk.

The relationship between the customer and NV RENSON® Sunprotection-Screens shall be governed exclusively by Belgian law.

20) INDEPENDENCE OF CLAUSES – DUTCH TEXT

The fact that one or more stipulations of these terms might prove to be invalid, can never influence the applicability of the remaining clauses.

In the event of a dispute regarding the interpretation of these terms, the Dutch text shall always prevail.