



GENERAL SALES CONDITIONS

APRIL 2011

1. **GENERAL**
The present sales conditions form part of the obligations entered into by the client. Each stipulation contrary to this will be deemed to be non-existent unless accepted by us in writing.
2. **ORDER**
Each order is required to be effected in writing by means of an undersigned order. The client is expressly held to an immediate verification of the confirmation of the order and is required to, within 5 working days after the date of dispatch and likewise prior to the given execution date, to notify us in writing of any inaccuracies such as included in the confirmation. If a suchlike notification is not forthcoming within the period as stipulated in the previous sentence, then the client is explicitly not entitled to revert to this at a later time. Changes to the original approved order, of whatsoever nature, are required to be notified to us by the client in a timely manner and in writing and in clear terms and for description. The possible additional costs connected with this will be charged as extra to the client. The cancellation of an order is required to occur in writing. The client obligates itself to a cancellation of an order to take into receipt all the materials and for equipment to be delivered such according to the order. We are entitled to demand 10% compensation due to lost profits without prejudicing all other costs in favour of the cancelled order.
3. **SECURITY**
The undersigned, written order(s) are only accepted insofar these concur with the credit lines permitted us by our insurance company.
We are, before proceeding to the execution of the confirmed order, at all times entitled to desire from the client that he, with respect to his payment obligations, provides as is customary in banking transactions, that of a deemed adequate security (such as, for example, an irrevocable bank guarantee to the maximum amount such payable by the client on the execution of the order). If the client declines to submit such a security, as within the aforementioned meaning, at a request from us, then we are immediately entitled to terminate the agreement through a suchlike statement, without prejudice to the other in these conditions stated suspension and termination conditions and without impairing our right towards a compensation for a loss as suffered by us on account of the suspension / termination. We furthermore reserve the right to suspend delivery and work on reaching the by us permitted credit lines as well as by a reduction or suspension of the granted credit lines, this without any whatsoever financial or legal consequences and with the continued retention of our rights.
4. **INVOICING**
The costs to be invoiced comprise the assembly and disassembly costs, renting costs and other costs such as set out in the undersigned offers and for order(s). For overtime and work on Saturdays, there will be a surcharge of 50%. For work on Sundays and public holidays, the surcharge will amount to 100%. For night work between the hours of 18.00 and 06.00, there is a surcharge of 25% payable. For work in day shifts, the surcharge is 10%. If after the formation of the agreement one or more cost price factors are subjected to an increase (also if such effects due to foreseeable circumstances), we are entitled to increase the agreed price accordingly. The prices stated by us at all times exclude VAT and other therewith equivalent levies, as well as exclusively unforeseen, additional costs.
5. **COMPLAINTS**
Complaints are required to have been received by us by registered mail such within eight days after receipt of the invoice. No complaints will be accepted after this period.
6. **RENTING PERIOD**
The renting period to be observed commences after the acceptance of the scaffold (date on signed assembly note) by the client or its representative. The client is requested to inspect the delivered construction within three days after the receipt thereof. By the absence of a complaint within this period, each use and even that of a partial use of the delivered materials and for equipment, will unreservedly be deemed to be an act of approval and acceptance.
7. **PAYMENT**
Barring other agreements, the invoices are payable at the registered office of the company within 30 days after the invoice date, and this under the aforementioned and for additional conditional approval from our credit insurance company. If we do not receive an (additional) approval, then the invoices are required to be settled by means of a cash payment or bank guarantee prior to commencement of the work (see clause 3).
The parties declare to be in agreement that the non-observance of the above-mentioned payment term will be deemed to be a contractual breach such pursuant to article 1147 of the Burgerlijk Wetboek [Civil Code], for which breach there will, irrevocably and on agreement, the principal sum be fixedly increased with 15% with a minimum of € 250.00. This contractual and irrevocably stipulated indemnification applies to cover the other expenses outside the loss of interest and the actual legal costs, and is by operation of law and without a demand, payable from that due date of the invoice / invoices concerned. The parties declare to be in agreement with the fact that the invoices will, without a notice of default and from their due date, bear an automatic interest of 1.50 % per month.
8. **TERMINATION / SUSPENSION OF THE WORK**
The seller / lessor has the right to at all once demand the total of our claims and to cease any still ongoing orders and / or contracts if the invoices are not settled within the set payment term or if an agreed payment schedule is not adhered to. This without any whatsoever financial or legal consequences and with the retention of our rights. We furthermore reserve the right to suspend deliveries and the work on the reaching of our permitted credit lines as well as by a reduction or suspension of the granted credit lines.
In respect of any agreed payment conditions, the client empowers us to at all times desire the payment of security, that is to say, prior to delivery or to proceed with the delivery / work, such by way of a bank guarantee for the compliance with its payment obligations. Insofar that this guarantee has not been furnished, we are entitled to suspend all further deliveries / work and by a notification of such a guarantee, to end the work / deliveries. The same applies for as long as the client has not met its payment obligations with respect to the already effected deliveries / work. In the event of force majeure, the seller / lessor also has the right to suspend and / or end the work / cease deliveries.
9. **DELIVERY**
Delivery periods are given by us subject to confirmation. By a delay we also reject all responsibility and can not be held liable on this ground for any whatsoever compensations and / or penalty.
10. **SPECIFIC CONDITIONS**
 - At the end of each day of work, a work report is required to be signed for approval by the client or its representative. After undersigning, no further complaints concerning the time and the work will be accepted.
 - By all our offers there is presumed that the construction site is freely accessible to trucks, that all obstacles have been removed and that there are no hindering level differences outside that as mentioned in the quotation request.
 - In the event that our erecting gangs are delayed through a cause of the client or effectuate unnecessary movements on instruction of the aforesaid, then the costs incurred by our firm on account of this will, by operation of law, be charged to the client and this without prior notification.
 - Barring another written declaration, appended to the purchase order, the receipt of the aforesaid applies unreservedly as an explicit and unconditional approval of the final drawings or, by an absence of drawings, of the description of the construction in accordance with our offer.
 - The client is required to immediately inform us if it should observe one or other weak spots in the by us made available materials and for equipment. Each neglect with respect to this makes the client personally liable for all and any damage caused through this.
 - The client is held to comply with the articles of the ARAB [General Regulations for Labour Protection] and in particular article art. 434 up to 459, with which there is expressly referred to article 456. The authorised person as referred to in article 456 who is required to inspect the scaffold, is required to be a manager of the client.
 - The client may not, without our written permission, itself provide no affix, or let be provided or affixed by third parties, panels, nets, planes for the equipment made available by us. If with our permission the client does desire to provide or affix panels, nets, planes, then we will charge the required reinforcements to its account.
 - Each performance of work by our personnel outside the prescribed working hours will be deemed to have been covered by a permits such in the possession of the client. It is only the client who bears the consequences by an absence of such authorisation.
 - Frost, inclement weather, high water level, lack of administrative authorisation, days off, holidays and suchlike, can not be invoked as force majeure to release the client from its obligations towards the payment of the lease price during the period involved.
 - The client may in no event use the equipment for ends other than to which it is purposed, unless the client is covered for this by a new contract. This clause especially concerns the use of additional materials and for equipment which has remained on the construction site with a view to a later assembly, any change therein or another arbitrary purpose.
 - Barring other conditions, in no event may the client, either wholly or partially, cede or loan the leased materials and for equipment to third parties with or without payment therefor.
 - The client bears the full responsibility for any damage, absence, loss or disappearance of materials and for equipment from whatever cause, including that of theft, an accident, fire and in the event of force majeure.
 - All lease costs and taxes for the use of public terrain will be at the expense of the client.
 - During the use of one or other public terrain, the client is, solely at own responsibility, obligated to comply with all involved police ordinances e.g. with respect to the placing of blockades, the lighting, the indications etc. The client is required to inform us of all special regulations without that any whatsoever liability for us arises from this.
 - In the event that the client during the assembly of the lease of the by us delivered materials and for equipment desires a one or other modification, then this modification may only be applied by us. The client is required to timely request in writing for a such modification.
 - The client nor any other person has the right to effect nor apply an even most minor change to the equipment as delivered by us, and this for whatever reasons it may call upon for this. This condition does not concern the use of the removable materials and for equipment such made available to the client, which is used by the client at its own risk and responsibility.
 - Each assembly or disassembly, even partly, each relocation of constructions effected by the client, exclusively incurs its responsibility for that concerning the consequences of each error or neglect or omission in the interpretation, the assembly, the relocation, the disassembly, the non-compliance, the misinterpretation of the drawings such which are delivered to it.
 - The safeguarding of our structures during the entire lease period is at the expense of the client.
 - In the event where a tube scaffold is erected in the vicinity of illuminated advertising, then this is required to be removed by the client or at least be effectively screened off by it such at own cost and risk. We reject each liability for any damage caused to such fixtures, electric cables in the vicinity of our tube scaffolds are required to be effectively screened off and insulated. The electrical current is required to be switched off during assembly and disassembly work.
 - All the above-mentioned safety measures will be for the account of the client.
 - Barring other conditions in our offer or our notification of receipt of the order, we reject all liability for any traces of rust such left behind by rainwater.
 - The seller / lessor is not responsible for possible damage caused during the implementation of the work and as a result of incorrect instructions and directions from the co-contractor, its representatives or agents, third parties or unknown parties.
 - The seller / lessor can in no respect be held liable for damage as a result of an incorrect use by the buyer / lessee of the goods involved.
11. **TRANSPORTATION, RISK AND PURCHASE**
 - The goods are at all times transported at the risk of the client even if the delivery effects carriage paid or with indication of an arbitrary place of delivery and irrespective of the retention of title by virtue of the seller / lessor.
 - All our materials and for equipment transportations are in both directions accompanied by a dispatch note, which is required to be checked by the client, but this however without obstructing the normal progress of our work. Each by the client observed divergence or error is required, on penalty of the rejection of the complaint, to be immediately reported to the by us appointed head on the construction site. Any absence of a suchlike check can no longer be invoked by the client as to being any whatsoever argument to discharge it from its liability; only those items involved from our accounts will qualify for an estimation of the absent materials and for equipment.
 - The directions on the dispatch notes, packing lists, receipts and suchlike have an evidential value in the event of a dispute where the client is required to have been present by the unloading, and to have checked the unloading.
 - The goods are at all times collected from and approved at our storage depots.
12. **RETENTION OF TITLE**
Our drawings, calculations and documents exclusively remain our property. They may not be handed over nor shown to third parties without our express prior permission. The goods remain the property of the seller / lessor for as long as the buyer / lessee has not fully settled the payable (purchase) price to the seller / lessor, this even where the goods were processed.
13. **GUARANTEE**
 - Over products employed from third parties there is no more guarantee given by us than that which has been extended to us by the supplier.
 - We guarantee the strength of the by us assembled structures up to the maximum loads such specified in our special conditions (offers, calculations, drawings etc.). The strength calculation is in all circumstances based on the hypothesis of a static load. Outside of these limits our liability can in no event and in no whatsoever manner be invoked.
 - Our formwork is in general provided with adjusting screws at the upper side. The delivery, placing and removal of the wood is at all times carried out at the expense of the client.
 - The adjusting screws may only be subjected to loads under an axial pressure. The client will ensure that no other loads come to bear on these adjusting screws. The adjusting screws are at no time set to a correct height by us. The screw thread length of the adjusting screws allows the client to adjust to the correct height and to strike. The client is solely responsible for this.
14. **ACCIDENTS**
Each accident caused by us is required to be notified to us in writing within 24 hours. Our responsibility by an accident is limited to that person which is covered by our insurance company. By accidents for which we can be held liable, the client is obligated to immediately inform us of the facts. If this does not effect, our liability lapses with respect to this. No single change may be applied by the client to constructions involved in the accident and such which is made available by us prior to when our representative has effected all required observations on-site. This condition obviously excludes any required and urgent safety measures. It is only the client who is responsible for all accidents of which our personnel and third parties may possibly be a casualty as the result of a neglecting of the referred to safety measures.
15. **JURISDICTION CLAUSE**
Over the by us entered into agreements, there applies the law of Belgium and its competent courts of the court district of Dendermonde, this even if the co-contractor(s) has / have its / their corporate office abroad and irrespective of the place of implementation of the work (this pursuant to the application of, amongst others, article 17 of the EEX Convention) We also reserve the right to submit any dispute(s) to the competent courts of another jurisdiction, such as our discretion.