



## 1. General information

All our services, invoices and contracts are only subjected to these general terms, the buyer renounce its own purchase terms. These general conditions and the specific ones annexed could only be departed from if it has been specified explicitly and in writing, and if it has been accepted in writing by WOW. These general terms can however be completed with or modified by specific terms from WOW, especially for renting, leasing and maintenance contracts.

## 2. Delivery

Transport and insurance costs connected to the transport are taken on by the customer. The packaging of our products is fitted to the international air or road transport.

WOW undertakes to respect the delivery terms mentioned but won't have to pay any compensation in case of overrun of the delivery time which is given for information only.

WOW won't be considered responsible for the failure to respect the delivery terms in case of strike and/or late delivery of a supplier.

## 3. Offers

Unless otherwise agreed in writing, our prices, goods and services offers have a period of validity of 60 days.

## 4. Prices

4.1 Prices are:

- in Euro, ex-works ;
- not including taxes and VAT;
- including standard packaging costs (except by sea);

Any particular delivery made on request of the customer will be invoiced to him.

4.2 Price lists in currency different from the Euro are given for information only. Prices might be adapted if the currency parity changes significantly in comparison to the Euro.

## 5. Payment

5.1 Unless otherwise agreed in writing, any payment must be made for cash only on our bank account, without any discount. All local or on purpose costs linked to the payment are taken on by the customer.

5.2 The acceptance by WOW of a payment different from the description made at the point 5.1. will not involve novation in no way.

5.3 In case of late payment, interests as of right and without injunction will be added to the sums due by the customer. The 1% rate monthly interest will be payable from the first unpaid term or from the first day of term overrun.

5.4 Moreover, in case of nonpayment within fifteen days after sending of the injunction of payment, an inclusive sum equal to 10% of the unpaid amounts with a minimum of 100 EUROS will be payable as a compensation for the costs of debt recovery.

5.5 If the particular conditions authorise the customer to make staggered payments for the amount due and if one of the instalment is not respected, the customer will lose the benefit of staggered payments and the whole amount due will be payable immediately and as of right.

5.6 In case of nonpayment within the allotted period of time, WOW can cancel the contract without prejudice to the aforementioned stipulations. From the moment that the contract is cancelled because of the customer, he will have to pay to WOW an inclusive compensation determined for each type of contract in the particular conditions of the aforesaid contract.

## 6. WOW Ownership

6.1 Any product delivered by WOW remains its ownership as long as the customer has not fulfilled all his contractual and legal obligations relating to this product. The customer can not sell the product subjected to WOW Ownership and must attend to the material and juridical protection of the product with consultation with WOW in order to prevent any damage to its value.

6.2 WOW can immediately and without injunction put an end to any contract by recorded delivery letter in case of bankruptcy, of closing up, of insolvency of the customer or when the customer has not fulfilled its obligations within the allotted period of time.

In this case, WOW will immediately take back the possession of its products simply on request and without formalities.

## 7. Complaints

7.1 Any complaint or contesting must be signalled by recorded delivery letter within a period of time of 8 days after picking up in our office. If not, the products will be considered as accepted.

7.2 The products sent back further to a complaint of a contesting made within the time limit will be verified by our control service which will determine whether it should be replaced. Without prior agreement of WOW, products will not be taken back if the order has been executed correctly.

## 8. Warranty

8.1 The products of WOW are guaranteed parts and labour within the period mentioned in the specific conditions of the contract and from the delivery date of the material.

8.2 WOW warranty will not be effective in case of damage caused by incidents such as fire, lightning, water damage, failure or variation in the electrical supply or in case of normal wear and tear, negligence, lack of maintenance, modifications of the products not agreed by WOW or their unusual use.

8.3 WOW undertakes to provide the customer with packages corresponding to the state of technology progress at departure date and is submitted only to obligations concerning the means of production.

Any guarantee concerning either efficiency or results linked to the use of the packages is excluded.

## 9. Liability

9.1 As soon as they leave the plant, the products travel at the consignee's risks, whatever the means of transport.

In case the products are damaged or lost, payment obligation remains for the customer, as for all the other clauses of the contract.

9.2 WOW refuses all responsibilities for any direct or indirect damage due to its products or employees unless in case of deliberate mistake.

9.3 If the responsibility of WOW is engaged, the cost of the compensations claimed can not in no way exceed the amount invoiced by WOW for the products and services relating to the dispute.

## 10. Packages

Packages written in the price list are subjected to a non-exclusive use licence: these programs can be neither be copied, nor modified, nor given without prior written agreement of WOW.

## 11. Mediation clause

Any contract or transaction subjected to these general conditions is governed by the Belgian Law.

The signatory parties of these contracts or transactions consider appealing to a mediator before any recourse to legal proceedings.

In case of dispute between the parties concerning a sale or a work submitted to the present general sales terms and which can not be amicably resolved, the parties shall attempt to resolve the dispute through mediation.

The mediator will be chosen by mutual agreement between WOW and the customer and the mediation procedure will start at the latest 30 days after the request has been notified by one party to the other party, the period of this procedure may not exceed 45 days, except express agreement of the parties.

If mediation fails, the courts of the registered office of WOW (namely the courts of Namur) are the only competent for solving any disagreement., even if in contradiction with the terms of the partner.

Conventions of Wien are not effective for our product as they are designed to measure and generally subcontracted.

## 12. Private life protection

The information given to WOW will be disclosed on no accounts to a third party and will be used only for commercial purpose. We allow the access to the data, we modify or withdraw them on demand.

## 13. Employee Non-Solicitation Agreement

The customer agrees not to directly or indirectly recruit or solicit any employee of WOW, regardless of specialization, and even if the original solicitation was made by said employee. Any hidden remuneration by any means is prohibited. This waiver is valid for the duration of the contract and for a 2 year period from its expiration. In case the customer does not comply with this obligation, he shall indemnify WOW immediately by paying a lump sum equal to the gross salary that employee has received during the twelve months preceding his departure.

These conditions are valid from 1<sup>st</sup> July 2013.

WOW Company s.a., hereinabove referred to as "WOW".