

GENERAL TERMS AND CONDITIONS - ARROW ECS BELGIUM

1-GENERAL PRINCIPLES

1.1. These general purchase terms and conditions apply to the products sold and/or services provided by ARROW ECS BELGIUM (hereinafter referred to as "ARROW BE").

1.2. These general terms and conditions of sale are systemically added to every commercial proposal addressed by ARROW BE to clients and the client expressly acknowledges to have taken note thereof. Accordingly, every order addressed to ARROW BE shall, as a substantial and determining condition, necessarily imply full acceptance without proviso by the client of these general terms and conditions of sale.

1.3. The general terms and conditions of sale of ARROW BE represent the law between parties and are valid for all clients of ARROW BE, regarding which it is assumed that they have accepted these terms and conditions to such an extent. The general terms and conditions of sale exclude any other contradictory clause which ARROW BE has not expressly accepted and signed without duress. In any event, any contradictory provisions of the clients of ARROW BE are not enforceable against ARROW BE in any circumstances whatsoever.

1.4. The fact that ARROW BE at a specific time may not fulfil a specified provision of these general terms and conditions of sale can under no circumstances be interpreted as an intention not to fulfil a specified provision of the terms and conditions at a later time.

1.5. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) of 11 April 1980 and the Convention relating to a Uniform Law on the International Sale of Goods (The Hague Convention) of 1 July 1964 do not apply to the trading relationship between ARROW BE and its customers.

1.6. Every client of ARROW BE shall only be permitted to state or use the trademarks, logos, documents, projects, studies, or any other intellectual property right belonging to ARROW BE, after express prior permission in writing from ARROW BE, with the sole objective of promoting the resale of the products commercialised by ARROW BE in the usual circumstances with regard to the client's activity. ARROW BE retains the right to express its objection to, or to claim suspension or indemnification, of any use that it deems to be dishonest, to entail an act of commercial parasitism, or that is detrimental to its prestige, or to the rights that it could have given or acquired under a licence.

2-PRICES

2.1. The prices are ex-works for Belgium. Invoicing shall take place on the basis of the applicable rate on the day of the dispatch of the products. Unless expressly stated otherwise, all prices are in Euros, excluding VAT and excluding all other taxes and/or payments, and do not contain the installation, commissioning or transport costs, or any other costs.

2.2. The prices stated in any publication of ARROW BE are subject to unannounced changes, and do not represent final pricing or a specific sales offer. Such documentation shall not under any circumstances represent a general source of information and the prices that appear therein must be confirmed by a specific sales proposal.

3-SALES PROPOSAL - ORDER

3.1. Any sales proposal must be confirmed in writing (exchange of letters, fax, email) by ARROW BE to the client, who shall have a period of thirty (30) days to accept this in writing, in the absence of which it shall lapse, unless stated otherwise in the sales proposal. ARROW BE shall only be bound by any sales proposal after the client has accepted the sales proposal, after which acceptance it shall be converted into an order.

3.2. The orders addressed to ARROW BE shall only become final after they have been accepted by ARROW BE. Acceptance may be inferred from the dispatch of and the invoicing for the ordered products and/or services.

3.3. The orders for products must be addressed to the headquarters of ARROW BE, at the latest two (2) working days prior to the required delivery date. After this period ARROW BE shall do its utmost to respond to an order, there is no obligation on the part of ARROW BE with regard to late orders.

3.4. Unless ARROW BE has expressly agreed otherwise in writing, the packaging is included in the prices contained in the sales proposal in conformity with the standards of ARROW BE. Every additional packaging that the client may request, or that is required due to the method of dispatch, shall be additionally invoiced by ARROW BE.

3.5. Any change or cancellation of an order made by the client can only be taken into consideration (i) if it has been received by ARROW BE at least ten (10) working days prior to the dispatch of the products and (ii) if accepted by the supplier of ARROW BE. Once this period has expired no further change of any kind can be implemented. Any change of the order with regard to products, delivery date or any other part of the order must be confirmed in writing and shall only be final after prior approval from ARROW BE. Any change that has been approved by ARROW BE may entail changes concerning the price, delivery, specification and/or other changes.

3.6. Every order that has been accepted by ARROW BE and cancelled by the client shall entail cancellation charges, including the costs already incurred and the obligations already entered into by ARROW BE. The cancellation charges shall be set at a minimum of 20% of the value of the products and/or services that are the subject of the cancellation.

3.7. Orders that exceed an amount of one hundred (100) Euros (not including transport and/or administrative expenses) shall only be executed by ARROW BE if the client is able to submit sufficient financial guarantees. ARROW BE retains the right to derogate from the aforesaid criteria after express prior approval in writing.

3.8. ARROW BE retains the right to execute global or partial deliveries without this entailing any right to compensation.

4-DELIVERY AND TRANSFER OF RISK

4.1. The delivery periods shall only commence after the day on which ARROW BE is in possession of all information necessary for the execution of the order and has accepted the order.

4.2. The delivery periods are solely indicative and do not confer any obligation. For this reason ARROW BE cannot be held liable in the event of late delivery and ARROW BE shall not owe any compensation whatsoever in the event of the cancellation of the delivery or

late delivery. ARROW BE can by no means be held liable for damage that could arise due to late delivery for any reason whatsoever.

4.3. ARROW BE retains the choice of the transport method and of the place of departure of the ordered products. As soon as the products are in the possession of the carrier, the products shall be transported at the risk of the client. The client shall bear all dispatch costs and the accompanying costs, regardless of the special terms and conditions of supply.

4.4. In the event of damage to the cargo, loss or late delivery attributable to fault or negligence on the part of the carriers, even if they were chosen by ARROW BE, the client must set out all precise and clear reserves, in the presence of the driver, on the dated and signed delivery note, following which the client shall confirm this to the carrier by means of a registered letter within three (3) working days after delivery. The client shall also deliver a copy with the receipt of the delivery involved as an appendix, by means of a registered letter with acknowledgement of receipt, to ARROW BE within five (5) working days, calculated from the day of the receipt of the products, at the risk of forfeiting the complaint with regard to ARROW BE.

4.5. Without prejudice to the application of the provisions of article 5 below, the delivered products that do not correspond to those that appear in the order from the client, which ARROW BE had accepted, shall only be taken back by ARROW BE if it had been informed of this in writing within five (5) working days after receipt of these products.

5-RETURN OF PRODUCTS

5.1. ARROW BE must give prior permission for any return of products. Products that have been changed by the client can under no circumstances be returned to ARROW BE. Any product that is returned to ARROW BE without prior permission remains the property of the client and shall not provide any claim to any credit whatsoever.

5.2. With the exception of products that are returned under warranty, no permission whatsoever shall be given for products for the original invoice date is more than ninety (90) days earlier than the day on which permission to return is requested.

5.3. The permission to return provided by ARROW BE shall be made tangible by means of the notification to the client of a return number ("RMA document").

5.4. The returned products must be accompanied by the RMA document.

5.5. The returned products must be carefully packaged so that they may arrive at ARROW BE without damage and must be transported at the risk and expense of the client and must be insured by the client. The following statement must be clearly set out on the packaging of the returned products: "RMA N° XXXX". All products to be returned must be dispatched to the address that shall be stated by ARROW BE on the RMA document. The products must be returned to ARROW BE without delay as soon as the RMA document has been passed on. In the absence of receipt by ARROW BE of the products that form the subject of the RMA document within a maximum period of fifteen (15) working days, no return whatsoever can be accepted by ARROW BE and the client cannot claim any credit whatsoever.

5.6. Any costs attached to returning the returned products to a fit state for resale shall be at the client's expense, except in the event that ARROW BE is responsible for the circumstances and conditions that are the cause of the return of the products concerned, in accordance with these general terms and conditions of sale. In the latter case ARROW BE shall furthermore bear the return costs of the client.

5.7 Products that are not covered by the warranty and the return of which has been accepted, shall be subject to a minimum invoice for restocking to the amount of € 200 or 30% of the invoice amount (not including any costs for making the return suitable again for reselling) with application of the highest of both amounts and for the repayment of all transport costs incurred by ARROW BE.

6-PAYMENT TERMS AND MANNER OF PAYMENT

6.1 The invoices are payable in full within a period of thirty (30) days after the invoice date, unless stated otherwise on the invoice, to the address set out on this invoice. In the absence of payment on the due date, the client shall lose the right to price reductions (discounts) that were set out in the pricing conditions of ARROW BE.

6.2. The payments must be made by one of the methods referred to hereinafter, after approval from ARROW BE with regard to the payment method chosen by the client: -Transfer -Bank cheque - Cash

6.3. The payments shall take place in the currency of the invoice, without any application of reduction due to taxes, fees, or equivalent duties, of a fiscal or parafiscal nature, directly or indirectly, including VAT, or bank charges.

6.4. The client must report any invoicing error in writing within ten (10) days after the invoicing date, in the absence of which no credit whatsoever can be granted.

6.5. Financial penalties shall be applicable by operation of law if payment has not been made on the due date. Interest shall accrue over the unpaid sums, which shall amount on a monthly basis to 1% of the sanctioned period without ARROW BE having to issue any demand to the client, who expressly releases ARROW BE from this obligation.

6.6. Any payment that takes place after the final payment date set out on the invoice shall have the following consequences by operation of law and at the discretion of ARROW BE: -application of default interest calculated per application, over the whole of the unpaid amounts and with an interest rate as set out in article 6.5. above; -and/or invoicing to the client of the costs of follow-up, notice of default, debt claim and, more generally, various costs of all sorts of types attached to the collecting of amounts owed to ARROW BE; -and/or the expiry of the period and accordingly the being immediately due and payable of all amounts that are still owed to ARROW BE, including those that have not yet reached their due date and the right to claim return of goods that have not yet been paid at the expense (transport, inspection etc.) and risk of the client; -and/or the cancellation of the sale , without prejudice to the application of the retention of title clause set out in the following article, as the ownership of the delivery and the unpaid goods have not been transferred to the client; -and/or the right for the benefit of ARROW BE to freeze and/or suspend the execution of the sale and/or to demand (re)payment for future sales for the settlement in full of the situation and/or compensation of the amounts owed, regardless of the sum concerned, to the defaulting

debtor. In the event of collection with intervention from a bailiff or the court, compensation equal to 10% of the sums owed shall be due and payable on the basis of the penalty clause.

6.7. ARROW BE only accepts compensation if the claims involved are mutual, certain, in cash and due and payable in accordance with the provisions set out in Section 1289 and the following Sections of the Civil Code concerning the statutory compensation mechanism. Compensation of any default penalties or complaints with regard to a loss event shall only be possible as such after ARROW BE has been provided with the opportunity to inspect the reality of the objection involved and subject to the proviso of the provisions of these general terms and conditions of sale concerning the stipulation and the evaluation of these financial penalties. In any event, any client who proceeds with compensation subject to these terms and conditions shall state which invoices the compensation relates to, in order for ARROW BE to be provided with the opportunity to conduct the necessary accounting inspection and to prevent the risks of payment incidents.

6.8. On the supposition that the client owes several payments to ARROW BE, it is agreed that the entries of the payments shall be executed on the oldest debts. The client accordingly expressly relinquishes the provision under Sections 1253 to 1256 of the Civil Code.

6.9. ARROW BE retains the right to determine for each of its clients the maximum amount of the permitted outstanding supplier credit and this shall be in accordance with the financial information that has been provided to ARROW BE.

6.10. In the event of deterioration of the credit of the client, or in the absence of sufficient financial information, ARROW BE retains the right, even after partial dispatch of an order, to demand guarantees from the client, which ARROW BE deems opportune for the purpose of the proper fulfilment of the obligation entered into. Any refusal to comply with this shall provide ARROW BE with the right to demand payment prior to the dispatch of the goods and/or to suspend the entire order, or a part thereof, and therefore to interrupt every delivery.

6.11. ARROW BE retains the right to demand an advance payment prior to the dispatch of goods, regardless of which order, if this order is placed by a client who does not hold an account in its records.

7-RETENTION OF TITLE

7.1 The transfer of ownership of the sold product is subject to the payment in full by the client of the price by the due date; payment is taken to mean: the effective collection by ARROW BE of the agreed price in the principal sum, the interest and all extra costs.

7.2. In the event of the resale of the products by the client prior to their payment in full as defined in article 7.1. above, the client undertakes to immediately pay the balance of the remaining sum owed to ARROW BE, or to inform the third party purchaser thereof that the products involved are encumbered by a retention of title clause and to inform ARROW BE of this transfer so that ARROW BE could protect its rights and, in the event of absence, could exercise a claim on the resale price with regard to the third party purchaser.

7.3. Under no circumstances shall it be permitted to pledge the products, or to let the products serve as security for the benefit of any person whomsoever, with the exception of ARROW BE. In the event of attachment by garnishment or any other intervention by a third party with regard to the products, the client shall be obliged to

inform ARROW BE and must do so without delay, so that ARROW BE can lodge an objection thereto and can protect its rights.

8- INSTALLATION AND TRAINING

ARROW BE can offer an installation service of the purchased products, as well as a training service. These services can be ordered by the client subject to the conditions set out in article 3 above and the details (location, date, time, etc.) must be set out on the accompanying order form. ARROW BE shall invoice for these services at the rates that are in effect at that time.

9- FORCE MAJEURE

ARROW BE retains the right to freeze or suspend the sale wholly or partly in the event of force majeure, described as any incident that can suspend the manufacture of the products or the transport of the goods or the usual execution of the transaction, that can affect these, can delay these or can make these economically unprofitable, without ARROW BE's responsibility being compromised as a result. The following are regarded as force majeure situations, but this list is not exhaustive: measures taken by civil or military authorities, fire, flood, epidemics, quarantine conditions, war, embargos, riot, strike action, transport delay, or the impossibility for ARROW BE, for a reason that is reasonably beyond its control, to engage its usual suppliers for the necessary resources concerning technology, human resources, materials or manufacturing resources. In the event of such backlog the delivery date shall be increased by a duration that corresponds to that which is reasonably necessary to make up for the delay.

10- WEIGHT AND DIMENSIONS

The weights listed on the packages are carefully estimated but are not guaranteed. The dimensions set out in the catalogues are approximate. Drawings with certified measurements can be acquired on request for the purpose of drawing plans.

11- FEES AND TAXES

The client must pay or repay ARROW BE for all taxes, fees, or equivalent duties, of a fiscal or parafiscal nature, as well as every specific tax imposed by regulations, inter alia including VAT, attached to the services provided and/or the purchase, the delivery, or the dispatch referred to.

12- GUARANTEE AND LIMITATION OF LIABILITY

In spite of all the care that ARROW BE takes on inspections of the products and the execution of orders, a defect in the field of conformity or quality can occur. The warranty of ARROW BE is limited to that applied or offered by the engineer and/or issuer, who shall remain solely responsible for damage caused by their products.

13- EXPORT CHECKS

13.1. With a view to the advanced technology that is applied, specific products of ARROW BE must be accompanied by an export licence.

13.2. If the client wishes to export products from the client's country which must be accompanied by an export licence, the client shall be subject to every necessary inspection, including:

(a) every inspection of the Department of re-export from the United States which falls under the capacity of the Department of Commerce), Washington D.C., U.S.A. and (b) every inspection of the export from the client's own country. Furthermore, ARROW BE shall only respect a question concerning boycott to the extent that it can do this without breaking the laws and regulations of the United States.

14- APPLICABLE LAW AND COMPETENT COURTS

These general purchase terms and conditions are governed by Belgian law. Every dispute that may arise on the occasion of, or related to, these general terms and conditions of sale shall be submitted to the courts in Brussels, to which the parties allocate exclusive jurisdiction, even in the event of plurality of the defendants, or an addition of a third party, and wherever the delivery location of the ordered goods might be.
