

GENERAL CONDITIONS OF SALE

1 INTRODUCTION

These general conditions are an integral part of the quotation to the exclusion of all others; they take priority over the Customer's general conditions, whatever his own stipulations may be, and will form an integral part of the agreement unless the parties mutually agree explicitly in writing to waive them.

2 CONCLUSION OF THE CONTRACT

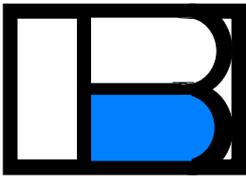
- 2.1 If BEP EUROPE has put a validity period in the quotation, the agreement is only concluded if BEP EUROPE receives the written order from the Customer before the expiry of the aforesaid period and provided that the Customer does not expect to make any modification whatsoever to the aforesaid quotation. If BEP EUROPE has not laid down a validity period or if that period has expired, the contract is only concluded after written acceptance of the order by BEP EUROPE. Any modification to the quotation of BEP EUROPE will only be considered as being accepted by it insofar as this acceptance is expressed in the acknowledgement of receipt of the order.
- 2.2 Any statement of additional services by BEP EUROPE, signed by the Customer's representative, is equivalent to an order for these services.
- 2.3 Schedules or delivery period in the quotation are non-binding until written confirmation.
- 2.4 The characteristics appearing in the catalogues and other printed matter related to the material supplied are only binding if the contract explicitly refers to them. Packaging, weight and volume information are approximate and does not bind BEP EUROPE unless the latter explicitly stipulates so.
- 2.5 If the execution of the contract is subject to export or other governmental permissions to be obtained by BEP EUROPE, the execution of the contract will depend on obtaining those permissions. The obligation to deliver shall be subject to the condition that the required export licenses are issued and that no other restrictions exist, arising from Belgian, European, United States of America or any other export control regulations, which are to be observed

3 SPECIFICATIONS, REGULATIONS, STANDARDS AND DRAWINGS

- 3.1 Insofar as there is no explicit waiver, the quotation is solely based on the specifications, drawings, details and other documents enclosed with the price inquiry as well as on the regulations and standards in force on the date the quotation was submitted. Any subsequent modification to these documents and regulations will possibly entail a modification to the prices and/or delivery times to the extent of its effect on the design, supplies and work of BEP EUROPE, which go to make up its Contract.
- 3.2 The Customer is solely responsible for the design, the drawings and specifications that it supplies and will bear all the prejudicial consequences of them. It more particularly indemnifies BEP EUROPE against any recourse that might be exercised against it as part of its Contract, on account of the fact that it was unaware of a patent or any other intellectual property right.
- 3.3 Since the drawings, specifications, descriptions, calculations, photographs and other documents enclosed with the quotation are the sole property of BEP EUROPE, they may only be used for the appraisal of its quotation; they may not be communicated to third parties subject to an action for damages.

4 PRICES

- 4.1 Prices shall be Ex Works ten Briele 6, Bruges, Belgium (Latest Incoterms valud at final quotation date) excluding packing and any and all taxes, duties or imposts payable under applicable law.
- 4.2 Prices are exclusive of V.A.T. and are based on the latest official indexes for wages, National Insurance contributions and materials specified in the quotation or, failing this, published on the day of the quotation; they will be revised according to the formula indicated in the contract. Any increases whatsoever in taxes, rates and other duties of a public nature will be borne by the Customer, whatever the legal provisions may be.
- 4.3 Unless otherwise stipulated in the quotation, prices are expressed in EURO.



- 4.4 If the quote specifies that the whole or part of the Contract is linked to other currencies than those of the quote, the price is calculated on the basis of the exchange rate for these currencies on the official market on the date of the quote. Any modification to the price of this part of the Contract as the result of a variation of more than five per cent of the aforesaid exchange rate before the agreement is drawn up will be automatically passed on to the price of the Contract for a same amount. If at the time of the agreement, the exact choice of the supplies linked to a currency other than that of the agreement is left up to the Customer, the same rule will be applied until the day of this choice. If the execution is delayed due to the customer, the exchange rate will be adjusted accordingly.
- 4.5 The prices of the quotation are based on work performed during normal working hours as applicable at BEP EUROPE. Additional charges due to overtime, Saturday or Sunday, night or holiday working requested by the Customer, will be invoiced to him according to the official scales.

5 DELIVERY

- 5.1 BEP EUROPE reserve the right to make partial deliveries.
- 5.2 All deliveries take place according to the last INCOTERMS published at date of final quotation.
- 5.3 Customer may not refuse delivery due to immaterial deviations of the delivery.
- 5.4 Customer will be responsible and will bear all costs for all licenses, permits for transportation or import.
- 5.5 All goods are delivered in concordance with the laws of the European union. Diverting to the contrary is prohibited.
- 5.6 BEP EUROPE reserves title of ownership of the delivery until payment in full. Customer will insure the deliveries of up to the contract value.

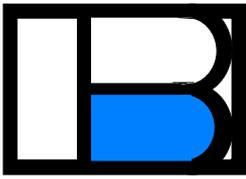
6 INSTALLATION, REPAIRS AND OTHER SERVICES.

Unless otherwise stipulated in the price enquiry, the quotation supposes that the following conditions are fulfilled:

- 6.1 The Contract may be carried out in normal conditions unless the documents enclosed with the price enquiry do not allow particular constraints to be discerned;
- 6.2 The Contract will not have to be carried out in unhealthy or dangerous conditions, or conditions contrary to Public order;
- 6.3 The customer will provide free of charge in electricity, compressed air and water.
- 6.4 Before the start of assembly or installation, the Customer shall make available at his own cost and expense all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site. ;
- 6.5 The Customer will allow BEP EUROPE to have access to locked premises located on the site and use them free of charge, while allowing it to protect its equipment and its supplies from theft and damage;
- 6.6 The Customer will allow BEP EUROPE personnel to have access to its sanitary amenities and others laid down by the General Workplace Regulations;
- 6.7 The Customer will unload the material, the installation of which has been entrusted to BEP EUROPE, on site and at the same level, within a radius of 30 meters from its point of destination
- 6.8 BEP EUROPE will not be asked to take part in any way in a proportional account or in an intercompany committee;
- 6.9 The Customer will take responsibility for the coordination of work on site in such a way that the Contract may be carried out without hindrance nor inconvenience; likewise, the Customer will ensure the collective safety of the site in accordance with the General Workplace Regulations;
- 6.10 Customer will at its expenses inform BEP EUROPE personnel of existing safety conditions and hazardous situations and make any effort possible to ensure the safety our personnel on site.
- 6.11 If one of these conditions is not fulfilled in the course of the Contract, the prices and delivery times will be adjusted accordingly.
- 6.12 In any case customer must warrant the BEP EUROPE personnel can begin immediately upon arrival at site. If the assembly, installation or commissioning is delayed by circumstances for which BEP EUROPE is not responsible, the Customer shall bear the costs of waiting periods and of any additional traveling of BEP EUROPE or the assembly personnel that may be necessary.

7 TERM OF FULFILMENT AND FINES

- 7.1 The term of fulfillment indicated in the quotation is given as an indication. It will be definitely determined and will take effect from the concluding of the agreement as long as all the elements necessary for the carrying out of the Contract are in



- BEP EUROPE' s possession and that furthermore, any stipulated advance payment or if applicable opening of a documentary credit has been received by the latter.
- 7.2 If the carrying out of the Contract must be integrated into a general schedule, this integration will be determined by mutual agreement on the concluding of the agreement; subsequent modifications may only be made by mutual agreement.
- 7.3 Performance of the stipulated time for delivery is subject to the timely receipt by BEP EUROPE of all documents, necessary permits and releases, especially of plans to be provided by the Customer, as well as fulfillment of the agreed terms of payment and other obligations by the Customer. To the extent said conditions are not fulfilled on time, the time for delivery shall be extended accordingly unless the Supplier is responsible for the delay
- 7.4 Any modification to the work schedule, delivery conditions or other terms of the agreement, requested by the Customer, has or may have the effect - if BEP EUROPE agrees so - of modifying the agreed prices and the delivery times in order to take the ensuing financial and technical consequences into account.
- 7.5 Force majeure: Either party shall be entitled to suspend performance of his obligations to the extent that such performance is impeded or made unreasonable onerous by one or more of following circumstances, unless these were known at time of concluding the contract: strikes, lock-outs, transport interruptions, fire, floods, mobilization, requisition, insurrection, general shortage of supplies owing either to scarcity, or to the impossibility of importing the necessary material, restriction of power supplies, bad weather, machine damage
- 7.6 No fine nor claim for compensation may be imposed by the Customer if it has not been stipulated in the agreement.
- 7.7 If a fine or a compensation has been stipulated in the agreement, the Customer may only lay claim to it insofar as:
- 7.7.1. The delay is ascribable to BEP EUROPE or to its suppliers and it in no way involves a case of force majeure.
- 7.7.2 The Customer fulfills his own commitments.
- 7.7.3 He has suffered a detriment and has addressed prior formal notice to BEP EUROPE.
- 7.7.4 Customer provide documented proof of the detriment it claims to have suffered.
- 7.8 If the fulfillment of the Contract is delayed by an event, the responsibility for which lies neither with BEP EUROPE nor with its subcontractors or suppliers unless the aforesaid event comes within the field of application of paragraphs 7.10 or 7.12 hereafter, the result of this delay will be or may be to extend delivery times within the reasonable limits of fulfillment in normal conditions and on account of the commitments which BEP EUROPE or its subcontractors or its suppliers might have undertaken for other jobs.
- 7.9 The Customer may not put forward the argument of this extension of delivery time to rescind the agreement or get supplies elsewhere at BEP EUROPE' s expense. If this delay persists more than three months and the agreement stipulated that BEP EUROPE' s price was firm and not subject to alteration, BEP EUROPE will be entitled to fairly revise its price, at the end of the Contract so as to take any increases in its cost prices into account.
- 7.10 Should events occur such as those provided for in paragraph 7.5. or 7.12, which make the accomplishment of the Contract by BEP EUROPE impossible according to the stipulated terms of agreement, the latter may either propose a revision of the agreement to the Customer, or annul the agreement on this date according to the following conditions: all the work already carried out up to the date of the notice of the disruptive event will be paid by the customer on the basis of the contract price including but not limited to all the expenses incurred by BEP EUROPE on account of the cancellation, as for the closing down of the site, the recovery of its equipment, penalties to suppliers and subcontractors .
- 7.11 Nevertheless, if the occurrence of such force majeure events should only entail delays in the carrying out of the Contract, paragraph 7.8. would be applied unless the Customer suffers a serious detriment on that account; in such cases, both parties will consult each other to fairly mitigate the consequences.
- 7.12 If the delay in carrying out the Contract is directly or indirectly due to the Customer or to the persons with whom he has entered into an agreement, the Customer will compensate BEP EUROPE for any detriment it might have suffered.
- 7.13 Save as elsewhere stated in these conditions, BEP EUROPE shall not liable towards the other party for loss of production, loss of profit, loss of use, loss of agreements or for any consequential, economic or indirect loss whatsoever whatever the cause may be.

8 SUBCONTRACTING - THIRD-PARTY INVOLVEMENT

- 8.1 BEP EUROPE reserves the right to subcontract the whole or part of the Contract.
- 8.2 If BEP EUROPE has not chosen its subcontractor itself and does not accept him, it will not justify its refusal; if the Customer persists, BEP EUROPE will not assume any responsibility neither for this choice nor for the subcontracted parts of the agreement.
- 8.3 If the choice of an item of equipment included in the Contract is not left to the discretion of BEP EUROPE and the latter does not accept this, it will justify its refusal in writing. If the Customer persists, BEP EUROPE will only be bound by the guarantees and commitments assumed by the supplier of this equipment towards itself and the Customer will assume all the consequences arising from his choice.

- 8.4 The Customer may only have work included in the Contract carried out or repaired by a third party if BEP EUROPE should fail to fulfill its obligations and after formal notice by registered letter, which has remained unanswered for a fortnight.

9 PAYMENTS

- 9.1 Payments must be made within 30 days of the date of the invoice to the account of BEP EUROPE with the financial institution indicated on the invoice. The presentation of a bill of exchange, therefore does not constitute a payment in full discharge from debt. Every invoice not challenged within 20 days of its issue is considered as being accepted by the Customer. Payment will only be valid if BEP EUROPE can freely access the funds.
- 9.2 In case of non-payment at the due dates, the sums overdue will be rightfully increased without prior formal notice, by an interest calculated on the basis of the legal interest rate for late payments in business transactions as determined by the Treasury department of Federal Government of Belgium, to which 1% is to be added.
- 9.3 The advance payments paid by the Customer are to be set against the price of the contract and do not amount to a deposit
- 9.4 Any part payment by the Customer will firstly be deducted from the interests, the remainder, if any, being deducted from the principal.
- 9.5 Furthermore, in case of unjustified overdue payment, the amount of the invoice will be automatically increased by 12%, with a minimum of 40 EUR, a fortnight after the sending of formal notice that has remained unanswered for covering the cost of recuperation of the overdue amount.
- 9.6 The customer may neither refuse a payment by putting forward the reason of a dispute which would not be directly related to the subject of the invoice, nor exercise the right to hold back payment of the unchallenged part of the invoice, if the Customer's dispute involves the invoice.
- 9.7 If the overdue payment persists for 2 weeks after the sending of formal notice, BEP EUROPE may stop the accomplishment of its Contract with the Customer at fault and further impose, by registered letter to the Customer, a period at the expiry of which the agreement will be rightfully rescinded. On both these assumptions, the decision by BEP EUROPE neither deprives it of its rights determined in paragraph 9.2. nor its right to claim damages.
- 9.8 The conditions and terms of payment agreed to be amicable settlement or thru court do not entail any novation and are not detrimental to the enforcement of paragraphs 9.2. and 9.5.
- 9.9 Any failure to meet the due payment automatically entails the immediate demand for payment of the sums still owing.
- 9.10 In case of overdue payment by the Customer, it is explicitly agreed that BEP EUROPE may rightfully set off at any time and without further formality its undisputed debts owed by the Customer against all its debts towards the latter, even those which are not due, provided that, in the latter case, the period of the Customer's overdue payment reaches 90 days and this contractual compensation is notified to the Customer by registered letter
- 9.11 In case of payments at least ninety days overdue, if the order constitutes subcontracting, the Customer undertakes not to object to BEP EUROPE's right to recover the undisputed debt owed to it, from the Prime contractor.
- 9.12 BEP EUROPE conserves the ownership of the work performed and the materials supplied by it until full payment if the price without prejudice to the possible transfer of risks to the Customer's responsibility.

10 INSURANCES - RISKS

- 10.1 BEP EUROPE has taken out a Workers Compensation insurance which covers employers' liability at work or on the way to work for accidents which might happen to its personnel. This insurance contains a renunciation of the right of recourse in favor of the Customer as long as there is reciprocity in the latter's policy in favor of BEP EUROPE.
- 10.2 BEP EUROPE has taken out a Liability insurance which covers bodily injuries or damage to property, caused to third parties by the self-propelling vehicles of BEP EUROPE. BEP EUROPE insurance retains the right of recourse to any third party involved. It is explicitly agreed that BEP EUROPE 's liability may not be involved beyond the amounts insured.
- 10.3 BEP EUROPE has taken out an Operating Civil Liability insurance which covers any damage caused by BEP EUROPE to a third party or to the Customer, for a fault committed when work is being carried out, to a total amount of 4.000.000 EUR at the most. It is explicitly agreed that BEP EUROPE 's liability may not be involved beyond this amount in each claim for damage. BEP EUROPE insurance retains the right of recourse to any third party involved.
- 10.4 Insofar as BEP EUROPE 's liability is not involved, the Customer bears the risks related to the work and the goods temporarily made available to BEP EUROPE such as premises, equipment, tools as well as to the materials necessary for the Contract and placed on site.
- 10.5 Any claim made towards BEP EUROPE must be made in good faith and reasonable and cannot be in disproportion with the contract value.

11 TESTS – ACCEPTANCE

11.1 TESTS.

- 11.1.1 Unless otherwise stipulated, tests will be performed according to Belgian standards and regulations and, if one of the parties requests so, under the supervision of an approved independent body.
- 11.1.2 The cost of tests and other checks not specified in the agreement will be borne by the Customer.
- 11.1.3 If the Customer does not have himself represented at tests specified in the agreement of which he has been notified at least a week in advance, he may not dispute the official report of them.

11.2. Provisional acceptance – Statement

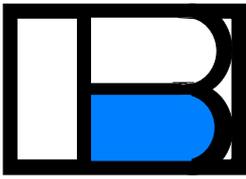
- 11.2.1. At the end of the work referred to in the initial agreement, BEP EUROPE will request the Customer in writing to proceed with the provisional acceptance within a fortnight, notwithstanding minor defects repairable during the period of warranty. Failing the Customer's reply to this request, BEP EUROPE will ask him by registered letter to proceed with provisional acceptance within a further period of one week; once this period of notice has elapsed, provisional acceptance will be presumed as being granted from the date of the request.
- 11.2.2. Should the Customer refuse to proceed with provisional acceptance, he shall notify the grounds for his refusal by registered letter before the expiry of the fortnight's notice following the acceptance request.
- 11.2.3. Likewise, any refusal by the Customer to grant provisional acceptance shall be notified with the grounds for refusal, by registered letter within the week which follows the date of acceptance inspection.
- 11.2.4. Should the Customer refuse to proceed with or to grant provisional acceptance, BEP EUROPE may either acknowledge the grounds for refusal and ask for acceptance once again after having carried out the work requested, or, by mutual agreement or, failing agreement, through legal action, request the appointment of an expert entrusted with appraising the merits of the grounds for refusal and, if need be, with specifying the work to be carried out.
- 11.2.5. The occupation or the use of the whole or part of the Contract by the Customer or third parties, even before the complete conclusion of the latter, amounts to the provisional acceptance of the parts of the Contract concerned.
- 11.2.6. If the work of the Contract is completed and the Customer does not proceed with provisional acceptance on legitimate grounds not involving BEP EUROPE 's liability, a statement of the situation will be drawn up by both parties according to the procedure determined in paragraph 11.2.1. This statement will entail the transfer of risks and responsibility for the expenses needed to preserve the work to the Customer's authority. At the latter's request, BEP EUROPE will indicate the measures to be taken to preserve the plant in good condition.
- 11.2.7. The procedure laid down in paragraph 11.2. will be applied to each further order.

11.3 Final acceptance

- 11.3.1 Unless otherwise stipulated in the agreement, final acceptance is automatically obtained at the expiry of a period of one year taking effect from the day of provisional acceptance.
- 11.3.2 If the agreement stipulates that BEP EUROPE must request final acceptance, the procedure set forth in paragraph 11.2. will be applied.

12 WARRANTIES

- 12.1 BEP EUROPE undertakes to put right all defects affecting the Contract so that it complies with the agreement within the limits hereafter.
- 12.2 Any complaint, in order to be taken into consideration, shall be notified to BEP EUROPE in writing immediately after the discovery of the defect.
- 12.3 The warranty is only applied to defects, which might appear during the period of warranty. If the term is not laid down in the agreement, it is one year from provisional acceptance. If provisional acceptance has been obtained as a result of occupation or use as laid down in paragraph 11.2.5. herein above, BEP EUROPE is not bound to repair the damage arising from this occupation or this use.
- 12.4 The warranty entails, at BEP EUROPE 's choice, either the repair or the replacement of the whole or part of the equipment supplied by BEP EUROPE affected by a defect, or the carrying out of the work which might be acknowledged as being defective. Replaced or repaired parts as well as the work referred to in this paragraph are guaranteed in the same terms and conditions as the original work and for the same period. Expenses arising from an unjustified recourse to the warranty will be invoiced



- 12.5 Without prejudice to the provisions of paragraphs 3.2., 8.2. and 8.3., BEP EUROPE 's obligation only involves the defects which appear in the specified conditions of use and correct use. It does not apply to defects, the cause of which is subsequent to the time when the Customer or a third party takes over responsibility and more particularly should defects be due to normal wear and tear, faulty maintenance, decay and alterations and/or repairs carried out by the Customer or a third party.
- 12.6 BEP EUROPE will only be bound by the warranty as it is defined in this article, to the exclusion of any compensation.
- 12.7 BEP EUROPE only warrants durability for purchased parts insofar it receives same guarantee from its supplier. Any changes to the supplied scope due to unavailability of purchased parts, will be charged to the customer.
- 12.8 Replaced parts will become our property

13 MUTUAL INFORMATION - CORRESPONDENCE

- 13.1.Both parties undertake to mutually inform one another of any events or elements likely to affect the safety or the smooth performance of the Contract.
- 13.2.Legitimate instructions from the Customer as regards safety or coordination of work on site may only be opposed to BEP EUROPE if they are recorded in a document with which it is acquainted.
- 13.3.Unless otherwise agreed, the correspondence from BEP EUROPE will only be validly addressed to the Customer's registered office and the Customer's correspondence only to the address indicated in the quotation of BEP EUROPE.
- 13.4.Each of the parties may assert its rights against any breaches of the other party's obligations in this respect, except for obvious matters of dishonesty.

14 APPLICABLE LAW - DISPUTES

- 14.1 Only Belgian law is applicable.
- 14.2 Any disagreement related to the validity, the interpretation or the fulfillment of this agreement will come within the sole jurisdiction of the Bruges Courts.