

General Terms and Conditions of Sale of EUROGARDEN NV

PREAMBLE

All sales of products and services (hereinafter referred to as "Products") by EuroGarden SA (Sint-Truidensesteenweg 252, 3300 Tienen, Belgium - BCE 0436.131.202), hereinafter referred to as "EuroGarden", to its customers are exclusively governed by these General Terms and Conditions of Sale. The customer, hereinafter referred to as the "Customer", acknowledges having read these Terms and Conditions of Sale, at least by consulting them on the EuroGarden website (www.eurogarden.com), and accepts their content. In the absence of written notice to the contrary from the Customer, the communication of these General Terms and Conditions by invoices will be deemed to constitute ratification of such acknowledgement and acceptance.

ART. 1: INDIVIDUAL CONTRACTS

- 1.1 An individual contract is understood to be any order from the Customer relating to the Products listed in our price list, as well as any offer from EuroGarden accepted by the Customer. For EuroGarden, the Customer's orders are firm, unless the Customer notifies EuroGarden to the contrary within one week from the date of receipt of the order form.
- 1.2 All Customer orders must be in writing and numbered, with a minimum order value of €50. As soon as the order is received, it becomes irrevocable for the Customer. To facilitate the correct execution of the order, the Customer must write the order using the coded references indicated on EuroGarden's price list.
- 1.3 All new Customers must place their first order for at least € 500. The deployment of EDI ('Electronic Data Interchange') for an individual contract with a value of at least € 100,000 will generate an additional operating cost for the customer of 2%.
- 1.4 No individual contract may be cancelled or modified by the Customer, without the prior agreement of EuroGarden, unless it is received in writing no later than 48 hours before the Products are dispatched. If the modification or cancellation is accepted, EuroGarden reserves the right to charge the Customer for the costs and expenses incurred.
- 1.5 Remaining balances are kept on order unless cancelled by the Customer.

ART. 2: PRICES AND CHARGES

- 2.1 Unless otherwise stipulated, our prices are net prices, exclusive of VAT or current taxes or any new taxes and/or charges. If necessary, they may be re-invoiced.
- 2.2 Shipping costs will be charged as follows:
 - For national Customers and resellers: free delivery of € 150 excluding VAT. For all orders between € 50 and € 150, carriage will be charged at € 16.00 excluding VAT, to be paid in advance by the Customer.
 - For international distributors: shipping costs are calculated according to volume, with a minimum order of € 500.
- 2.3 EuroGarden will have the right to increase the initial price due to the occurrence of the following events between the date of an individual contract and the date of delivery of the related Products: an increase in the prices applied by its own suppliers, the negative effects of exchange rates, an increase in customs duties, taxes and levies, etc. If the Customer objects, EuroGarden will have the right to cancel the individual contract unilaterally by simple notification by registered letter, without compensation.
- 2.4 If the Products are subject to an ecotax, in accordance with Belgian legislation, this ecotax will be invoiced to the Customer.
- 2.5 Prices are subject to change. EuroGarden will be bound by one month's notice upon receipt of the new price list in writing.

ART. 3: CONDITIONS OF PAYMENT

- 3.1 Unless expressly agreed otherwise, invoices are payable within 30 days of the invoice date. Regardless of the method of payment used (direct debit, bank transfer, credit card & automatic payment), only the actual receipt of payment will be deemed to be payment in full. Payment must be made to EuroGarden's head office in Tienen (Belgium).
- 3.2 On the due date, all unpaid invoices are automatically and without notice of default subject to interest at the reference interest rate plus 7 per cent, rounded up to the next half per cent (Art. 5 L. 02/08/2002). In addition, any unpaid invoice will be subject, automatically and without notice, to a fixed penalty of 10% of the amount of the invoice due, with a minimum of € 40, unless the actual recovery costs – including legal assistance costs – are higher (Art. 6 L. 02/08/2002). The issue of bills of exchange for the payment of invoices does not entail novation.
- 3.3 A Customer credit limit may be set up, giving rise to a request for a deposit if the limit is exceeded.
- 3.4 If the Customer has chosen the 'cash' payment option, a 3% discount may be applied if payment is made within 10 days of the invoice date.
- 3.5 No payment will be accepted by set-off.
- 3.6 It is the Customer's responsibility to check and confirm with EuroGarden the accuracy of the payment details (address, bank details, etc.) in order to prevent and avoid any risk of fraud.

ART. 4: DELIVERY

- 4.1 EuroGarden relies on its own suppliers to deliver its Products. Unless otherwise agreed in writing, the delivery times indicated by EuroGarden are therefore only given as an indication and exceeding them cannot lead to the cancellation of the order, unless the delay is at least 3 months. Under no circumstances will EuroGarden be liable to pay compensation for late delivery.
- 4.2 It is the Customer's responsibility to check shipments on arrival and to make any reservations or complaints that appear justified. The said reservations and claims must be addressed to the carrier on the waybill, or by registered letter with acknowledgement of receipt within five (5) working days of receipt of the Products to the carrier and EuroGarden. Failing this, apparent defects will be deemed to have been accepted by the Customer without recourse to EuroGarden.
- 4.3 All risk in the Products passes to the Customer upon delivery. The Customer undertakes to take out insurance to cover the Products against all risks, in particular fire, theft and water damage. The Products must be stored, used and transported by the Customer in accordance with the regulations in force and the rules and practices of the profession.
- 4.4 In the absence of specific shipping instructions from the Customer, EuroGarden may have the goods shipped by the carrier of its choice without being held liable.
- 4.5 If the Products delivered do not comply with the specifications of an individual contract or are affected by a latent defect, the Customer must, on pain of forfeiture, make a complaint within 25 days of delivery and/or discovery of the latent defect. Failing this, the Products will be deemed to have been accepted by the Customer without recourse to EuroGarden.
- 4.6 In the event of an accepted return, EuroGarden may, at the Customer's option, either replace the Products recognised as defective by EuroGarden or credit the Customer with the net invoiced price. All Product returns must be carriage paid.
- 4.7 In all other cases, goods may only be taken back with the express agreement of EuroGarden under the following financial conditions:
 - 10% discount on the selling price of machines and spare parts, excluding tax and transport costs, for items in their original boxes.
 - Return costs, transport costs and administrative costs are the responsibility of the Customer.

ART. 5: GUARANTEE

- 5.1 Subject to the fulfilment of all the Customer's contractual obligations, the Products will benefit from a contractual guarantee, under the conditions defined below, to the exclusion of any other guarantee of any nature whatsoever, implicit or otherwise.
- 5.2 For a period of one (1) year from delivery, the Products are guaranteed against any material defect or manufacturing fault brought to the attention of EuroGarden in writing within the time limits set out in Articles 4.2 and 4.5, under penalty of inadmissibility.
- 5.3 The guarantee is strictly limited, at EuroGarden's discretion, to the repair or replacement of Products recognised as defective by EuroGarden after return of the Products or reimbursement of the purchase price paid, without any other compensation of any nature whatsoever. In particular, EuroGarden will not be liable for any direct or indirect damage, loss of profit or delays due to a defect or manufacturing fault in the Products.
- 5.4 All warranties are excluded in the event of wear and tear or abnormal use of the Products (and in particular in the event of use that does not comply with the use for which they are intended), deterioration resulting from an accident, external event, fortuitous event or force majeure, negligence on the part of the Customer and/or third parties, lack of supervision or maintenance.
- 5.5 In no event will EuroGarden's liability to the Customer for any breach of warranty exceed the price paid for the Products covered by the claim.

ART. 6: RETENTION OF TITLE – TRANSFER OF RISK

- 6.1 EuroGarden expressly reserves ownership of the Products delivered until full payment of the purchase price, interest, costs and accessories has been received.
- 6.2 Until full payment has been made, the Customer must not pledge or use the Products as security. However, the Customer may use and sell them without transforming them. EuroGarden reserves the right to terminate this authorisation by registered letter as soon as the first payment incident occurs.
- 6.3 In the event of non-payment by the Customer of the Products on the due date, EuroGarden, without losing any of its other rights, may reclaim the Products at the Customer's expense and risk. The same applies in all cases where the Customer's financial situation is exacerbated (for example, in the event of seizure, collective proceedings or compulsory liquidation).
- 6.4 Any deposits previously paid by the Customer may be used by EuroGarden to compensate for the reduction in value of the Products and/or accessories or any other damage suffered.

ART. 7: USE OF ADVERTISING MATERIAL

- 7.1 With the prior written agreement of EuroGarden to a specific request from the Customer, the Customer may have the right to use certain specific elements (photos and/or text) of EuroGarden's advertising material for the exclusive purpose of promoting the sale of the Products by the Customer to its own customers.
- 7.2 The Customer acknowledges that EuroGarden is the exclusive owner of the advertising material made available to the Customer, and that EuroGarden has the right at any time to terminate this right of use by the Customer in writing with immediate effect. Where applicable, the Customer undertakes to refrain immediately from any use of the advertising material and to return it immediately to EuroGarden.

ART. 8: EXCEPTION OF INEXECUTION - RESOLUTORY CLAUSE

- 8.1 Any total or partial non-fulfilment by the Customer of any of its obligations (including failure to meet any payment due date and damage to the Customer's credit) will, with immediate effect following written notification to the Customer, result in 1) the acceleration of the term of payment and, consequently, the immediate payment of any sums still due for any reason whatsoever, and 2) the suspension of all deliveries to the Customer.
- 8.2 Furthermore, in the event of any total or partial non-performance by the Customer of any of its obligations as described in Article 8.1, EuroGarden will have the right to terminate by operation of law all current individual contracts. Where applicable, the termination of individual contracts will take place automatically and without legal formalities, at the end of a period of eight (8) days from the sending to the Customer of a formal notice, by registered letter, mentioning the intention to use this clause, which has remained without effect, without prejudice to EuroGarden's other rights. In the event that this resolatory clause is implemented, the Customer acknowledges EuroGarden's right to claim these Products from the Customer and gives EuroGarden an irrevocable mandate to repossess the Products on the Customer's premises.
- 8.3 The application of Articles 8.1 and 8.2 is without prejudice to EuroGarden's right to obtain full compensation for any damage suffered as a result of the Customer's infringements.

ART. 9: JURISDICTION – APPLICABLE LAW

- 9.1 In the event of a dispute that cannot be settled amicably, the courts of Leuven, Belgium, will have sole jurisdiction.
- 9.2 All transactions and acts of any nature whatsoever between EuroGarden and the Customer are governed by Belgian law.