

General Terms and Conditions

1. Interpretation, application and offer

1.1 Definitions

In these General Terms and Conditions, the following terms shall have the meaning stated thereafter:

Client:	any person or legal person SOLANA concludes an Agreement with or submits an offer or quotation to in respect of any service or activity within the scope of SOLANA's business operations;
Agreement:	any Agreement between SOLANA and the Client for the provision of any service or activity within the scope of SOLANA's business operations. The term "Agreement" shall also cover any additions or amendments to the aforementioned Agreements agreed in Writing, the accompanying General Terms and Conditions, and the supplementary Regulations, as well as all (legal) acts in preparation of the aforementioned Agreements;
Written/in Writing:	put in writing and signed by an authorised representative;
Regulations:	all current and future prevalent statutory safety and environmental regulations and rules (under public law), operating instructions, as well as all instructions from SOLANA.

1.2 Applicability

These General Terms and Conditions form part of all (future) agreements between SOLANA and Clients, apply to all offers and quotations by SOLANA and to all instructions from the Client to SOLANA. No other general terms and conditions shall apply to the relationship between SOLANA and the Client, unless this has been expressly agreed between the parties. The applicability of the general terms and conditions of the Client is expressly rejected. Changes to or deviations from the provisions of these General Terms and Conditions or the provisions of any Agreement(s) concluded between SOLANA and the Client shall only apply if such changes and/or deviations have been agreed in writing. In the event of any conflict between the General Terms and Conditions and the acceptance conditions, the most restrictive conditions for the Client shall apply.

1.3 Conclusion

All offers and quotations submitted by SOLANA are without obligation and will only be binding on SOLANA if they have been agreed in writing.

2. Prices

2.1 All prices charged by SOLANA are exclusive of administrative costs, VAT, environmental surcharge, credit restrictions or any other government levies, as well as any fines imposed within the scope of the performance of the Agreement.

2.2 Levies, surcharges, licences, costs or taxes imposed or to be imposed by the government will be charged on in full and immediately to the Client (including VAT, if applicable).

3. Payment

3.1 Unless otherwise agreed in writing, invoices shall be payable net in cash and without discount. Goods shall remain the property of SOLANA until the moment that full payment has been made.

3.2 In the event of default, the Client shall owe default interest by operation of law, and without prior notice of default being required, calculated in accordance with the provisions of the Acts of 2 August 2002 and 22

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November 2013 on combating late payment in commercial transactions. Also by operation of law and without notice of default, fixed damages of 10% of the invoice amount (with a minimum of € 60) shall be due.

3.3 As soon as an amount due to SOLANA remains unpaid after the due date, SOLANA shall be entitled to initiate collection measures without further notice. All costs incurred by SOLANA relating to the collection of the amounts due by the Client shall be reimbursed by the Client, including the full costs of legal proceedings and internal costs.

3.4 SOLANA shall at all times be entitled to demand full or partial payment in advance and/or to demand other forms of security.

3.5 The Client waives any right to retention, set-off or suspension vis-à-vis SOLANA.

3.6 Complaints regarding invoices must be made known to SOLANA in writing within 8 (eight) working days of the date of the invoice, failing which the invoice will be deemed to have been accepted by the Client.

3.7 If the parties terminate the Agreement prematurely, SOLANA shall be entitled to invoice the Client for all services provided up to the time of termination. (Increased by 10% as additional conventional indemnity). This invoice and all other invoices are immediately payable upon termination of the Agreement.

4. Performance of the Agreement by SOLANA

4.1 SOLANA performs its work within its normal working hours, namely Monday to Thursday from 08.30 to 17.00 hours and Friday from 8.30 to 15.00 hours, with the exception of public holidays.

4.2 SOLANA shall set terms for the performance of the Agreement. The Client recognises that these terms are for indicative purposes only. Exceeding the specified terms shall not entitle the Client to compensation, nor shall the Client be entitled to terminate or dissolve the Agreement for this reason.

4.3 Changes in SOLANA's obligations under this Agreement may never independently result in a reduction or cancellation of the Client's payment obligations.

4.4 SOLANA shall have the right to perform the Agreement as it sees fit. In doing so, it may have certain tasks carried out by third parties, in whole or in part.

5. Obligations of the Client in the performance of the Agreement

5.1 The Client undertakes to forward the necessary relevant information in order to enable the contractor to properly fulfil the agreed instruction. All data entrusted by the company is strictly confidential and shall not be disclosed to third parties without prior consent.

6. Contract variations

6.1 SOLANA shall be entitled, even without prior consultation with the Client but always with due observance of the requirements of reasonableness and fairness, to replace goods and/or make changes to the agreed work or to carry out additional work, if it considers this necessary for the proper and professional performance of the Agreement.

6.2 Changes or additional work may lead to changes or extensions to the Agreement and changes or increases in the price. SOLANA will inform the Client of any changes or additions to the work, as soon as possible.

6.4 If, at the Client's request or if otherwise compelled to do so in good faith, the normal working hours have to be exceeded, SOLANA shall be entitled to charge surcharges in this respect.

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7. Force Majeure

7.1 In the event that SOLANA is unable to fulfil its contractual obligations due to force majeure, the period for performance of its contractual obligations will be extended by the same period of time as during which it was faced with the force majeure referred to above.

7.2 In these General Terms and Conditions, force majeure on the part of SOLANA, in addition to the meaning in the law and case law, shall mean any circumstance, independent of the will of SOLANA, whether or not foreseeable, which permanently or temporarily prevents performance of the Agreement, as well as, where not already included, riots, strikes, boycott, blockade, sabotage, fire, lightning strike, breakdown of machinery, malfunction, delay in transport and other transport disruptions, delayed delivery to SOLANA of goods or services ordered from third parties, and/or changes in legislation and regulations as a result of which the performance of the Agreement can no longer reasonably be required of SOLANA.

7.3 If the Agreement cannot be performed as a result of force majeure, SOLANA shall have the right, without judicial intervention, either to suspend the performance of the Agreement for four (4) weeks at the most or to terminate the Agreement in whole or in part, without SOLANA being held liable for damages.

8. Suspension and Dissolution

8.1 In addition to the above provisions regarding suspension and dissolution, SOLANA shall have the right, at its discretion, to suspend the performance of its obligations or to dissolve the Agreement with immediate effect without a notice of default being required, if:

- a) the Client fails to fulfil, fulfil in time, or fully fulfil the obligations under the Agreement or these General Terms and Conditions. In addition to dissolution, SOLANA also has the option of suspending the performance of the Agreement until the Client has fulfilled its payment obligations (including the provisions of articles 3.3 and 3.4 of these General Terms and Conditions);
- b) circumstances arising after the conclusion of the Agreement give SOLANA good reason to fear that the Client will fulfil its obligations only in part, not properly or not at all;
- c) circumstances arise that are of such a nature that performance of the Agreement is impossible or can no longer be required in accordance with the standards of reasonableness and fairness;
- d) the Client is faced with suspension of payment or has been declared bankrupt, has submitted a request to that effect on his own behalf, or dies;
- e) the property and/or financial resources of the Client are seized;

8.2 The Client is bound to inform the Contractor within three (3) working days of the facts or circumstances referred to above.

9. Liability

9.1 SOLANA shall not be liable for damage suffered by the Client or third parties in connection with the performance of the Agreement, except where such damage is caused by intent or wilful recklessness on the part of SOLANA or its managers.

9.2 SOLANA shall not be liable for damage resulting from acts or omissions of third parties which it engages in the performance of the Agreement.

9.3 SOLANA shall only be liable for direct damage.

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9.4 Notwithstanding and without prejudice to the other provisions of the Agreement, of this article and elsewhere in these General Terms and Conditions, SOLANA's liability shall in any event be limited to the amount to which SOLANA is entitled vis-à-vis its insurer by virtue of its liability insurance, increased by the excess that, in accordance with the policy conditions, is not covered by this insurance.

9.5 Any claim from the Client arising from a shortcoming in the performance of the Agreement vis-à-vis SOLANA shall lapse if one year has passed since the event giving rise to the claim and the Client has not held SOLANA liable by means of registered letter.

9.6 The Client shall be liable for damage - including fines - that arises as a result of the non-fulfilment of any obligation under the Agreement. The Client indemnifies SOLANA, SOLANA employees and officials and SOLANA contractors against all claims from third parties in connection with the non-fulfilment of the above-mentioned obligations.

9.7 Measures, weights, shapes, quality standards, drawings, calculations, designs, sketches and other information included on the website and in catalogues, brochures, illustrations, diagrams and suchlike of SOLANA shall merely serve as information and shall not be binding on SOLANA. Deviations cannot be alleged against SOLANA. All drawings, documents and data provided by SOLANA shall remain the property of SOLANA. It shall retain copyright in that respect.

10. Partial nullity

10.1 Should one or more of the stipulations or part thereof in these General Terms and Conditions or any part of the underlying Agreement be null and void or be nullified, the remaining content of the stipulation or the stipulations in these General Terms and Conditions or the underlying Agreement shall be unaffected.

10.2 In the event of partial nullity, SOLANA and the Client will make an arrangement for the void or nullified passage that resembles the original intention of SOLANA and the Client with respect to the underlying Agreement or with respect to these General Terms and Conditions as closely as possible.

11. Competent court and applicable law

11.1 The General Terms and Conditions and all Agreements to which they apply are subject to Belgian law.

11.2 All disputes to which these General Terms and Conditions apply in full or in part, shall exclusively be submitted to the competent court in Antwerp.