

General Terms and conditions of Sale

Clause 1: Scope and application

All offers and sales of goods (hereinafter: "the goods") supplied by the firm of Elster NV/SA (hereinafter: "the Seller") shall be governed by the general terms and conditions of sale set forth herein which shall be applicable at all times between the Seller and the buyer or principal (hereinafter: "the Customer"), to the exclusion of any and all general conditions imprinted on or referred to in the purchase orders or other documents originating from the Customer. Orders will not be binding upon the Seller without a formal acknowledgement in writing, in the form of a confirmation of the order.

Clause 2 Plan and description documents

Weights, dimensions, capacities and other data appearing in the catalogues, prospectus, advertising and prices lists have the character of approximate indications. These data have only a compulsory value if the contract refers to it expressly.

Plans and technical documents related to the manufacturing handed over to the Customer before or after the conclusion of the contract stay exclusively the property of the Seller. They cannot be used, copied out, reproduced or transmitted by the Customer to third parties without the authorization of the Seller.

Clause 3 : Delivery of the goods

a. Unless a provision to the contrary is made, all deliveries are made Ex Works (Incoterms 2000). Regardless of any variance to this basic rule, all risks inherent to the goods will pass on to the Customer as of the moment the goods leave the Seller's warehouses.

b. All shipments of goods are effected at the Customer's risk and under his responsibility, including if carriage is effected by the Seller's means of transport and/or with the assistance of members of its staff and regardless of whether or not the freight is prepaid or carriage free.

Clause 4 : Terms of delivery

Terms of delivery as may be stated are always given for the Customer's information and are not binding upon the Seller. Terms start to run as of the moment on which all required specifications are at the Seller's disposal and after full approval of same of the Seller. Delays shall never be a pretext for a cancellation of the order or termination of the contract and can never give rise to claims for compensation or damages, unless the Seller should have expressly agreed to pay such compensation.

Clause 5 : Changes and variations

a. Changes to the original order shall only be binding upon the Seller after acceptance and confirmation in writing from the Seller.

b. The additional work resulting from or associated with such changes or variations will be billed by the Seller at the rates current at the time. The agreed delivery date will be postponed in accordance.

Clause 6 : Liability, complaints, warranty and force majeure

a. All complaints regarding apparent flaws or defects to goods delivered must be brought to the Seller's attention in writing, no later than 8 days after the date on which the Customer has taken delivery and before any processing or alteration of the goods. Complaints which do not meet these conditions will be deemed null and void.

b. The (tender for) delivery will take place on the date of completion of the contracted work and no later than on the date of the invoice billing the balance of the agreed price. If the goods are used or out into service by the contracting party before either of these dates, the delivery and acceptance will be deemed to have occurred at such earlier time. The (tender for) delivery implies the acknowledgement and acceptance of any and all apparent flaws and defects.

c. The Seller shall accept liability for (slight) latent defects which may come to light up to six (6) months after the delivery and acceptance on condition that such flaws or defects are brought to the Seller's attention in writing and provided also that legal proceedings are instituted within two (2) months following the notice of default.

d. The Seller's liability however will be strictly limited to the replacement or repair of products affected by an undisputable flaw or defect, duly proven by an independent survey, that is not attributable to an Act of God or any intervention, use or processing or improper manipulation on the part of the Customer or any third party. The Seller's guarantee will cease to apply ipso jure whenever the Customer has processed, altered or in any way interfered with the goods as delivered. If the products are not manufactured on the Seller's premises, the guarantee will be limited both in extent and duration to the guarantee of the manufacturer and/or the Seller's suppliers. The services provided under the Seller's guarantee do not include the cost of labour resulting from the repair, fitting or installing of new or replaced parts and/or travel expenses.

e. Under no circumstances shall the Seller be held to pay any damages or extend any warranty whatsoever other than and beyond the Seller's duty to repair or replace, nor shall the Seller be bound, even in the event of a tortious act and the enumeration not being exhaustive, to compensate the loss and damage incurred by parties who may seek remedy against the Customer pursuant to section 1384 of the Civil Code, on account of losses and damage to the property, assets or production of the Customer

or the losses and damages due to any error, omission, negligence or improper act on the part of the Customer, its agents or servants or third parties.

f. Goods may only be returned subject to the Seller's prior approval in writing and provided the return carriage is prepaid.

g. A complaint in no way stays or alters the Customer's obligation to pay the price of the goods.

h. The Seller cannot be held liable for damages if the Seller failed or is unable to comply with any of its obligations due to an Act of God and/or case of force majeure (such as war, strikes and other circumstances beyond the Seller's control).

i. The Customer shall hold the Seller free and harmless from and against all claims from third parties.

Clause 7 : Price

a. The goods are billed at the prices stated in the Seller's confirmation of the order. The Seller consequently reserves its right to adjust the price agreed upon, subject to prior written notice to the Customer.

b. If the price is expressed in any other currency than Euro, the Seller is entitled to make the conversion without such prior notice, provided the rate of exchange current at the time of the invoicing does not diverge by more than 2% from the rate of exchange current at the time the price was agreed.

c. Prices of materials, wages and social charges are based on daily rates. Excepted if another agreement is concluded in the contract, prices will be reviewed based on appendix attached with these Sales conditions.

Clause 8 : Reservation of title

The Seller expressly retains its properly title to any and all goods delivered as long as their price has not been settled in full, without prejudice to the rules regarding the transfer of risks set forth in clause 2, points a. and b. The Customer acknowledges having agreed to the reservation of title clause no later than on the day of delivery of the goods. If the Customer should dispose of the goods purchased from the Seller, the conveyance cannot take place if the reservation of the clause is not subscribed to.

Clause 9 : Terms of payment

a. Unless different terms are agreed upon, all invoices are to be paid cash on delivery of the goods to the Customer.

b. Whatever terms and conditions of payment have been agreed upon, the Seller may demand immediate payment, including prior to shipment or delivery of the goods, if doubts have arisen regarding the Customer's solvency or creditworthiness.

c. Any sum unpaid at its mature date will bear ipso jure and by the mere lapse of the term, no prior notice or submission of a court order or other enforceable title being required, interests at 1 % per month. In addition, the invoice amount will be incremented with a lump-sum and irreducible penalty, by way of damages, of 15%, with a minimum of 50 Euros.

d. Should the Customer fail to settle the price of the goods within 30 days following the invoice mature date or to effect immediate payment if the conditions described in point b. of this clause should apply, the Seller will be entitled to rescind the agreement with immediate effect, by means of a registered letter. In such event, the Seller will be entitled to repossess the goods delivered while by the mere fact of the termination of the contract the Customer shall owe interests at the rate of 1% per month and a lump-sum compensation in the amount of 15% of the invoice price.

e. In the event of an unwarranted breach or repudiation of contract on the part of the Customer, the latter will also be required to pay interests at the rate of 1% per month and a lump-sum compensation in the amount of 25% of the invoice price.

Clause 10: Jurisdiction and applicable law

a. Any and all disputes that may arise from the sale contract will be heard and adjudicated by the courts of the judicial district of Brussels, which shall have sole jurisdiction, unless the Seller should have waived the forum contractus clause.

b. The sales contract and these general terms and conditions are governed by Belgian law.

Clause 11: Transitory clause

These general terms and conditions are applicable as of July 15, 2009 and shall replace and supersede any and all prior terms and conditions.