

GENERAL SALES CONDITIONS OF CRESCENTIAL S.A. AND ITS DIVISIONS

1. General

These Sales Conditions prevail every agreement except for special agreements which are accepted by a Crescencial SA Director in writing. All our sales are subject to the following conditions, which the client explicitly declares to have recognised. If purchasing conditions of the client exist, they are only valid if they are recognized explicitly and accepted by a Crescencial SA Director in writing for a specific contract. This is a translation of the French General Sales Conditions, although to the best of our knowledge the translation is accurate, in case of conflicts between the two versions, only the original French General Sales Conditions are binding.

2. Establishment of the contract

Our offers are non-binding. Every order has to be confirmed to us in writing by a contract established by us and signed by the client to be considered as accepted. If this contract was not established, it is replaced by the invoice or by the delivery note.

The client is solely entitled to goods and services explicitly described in detail in the contract of sale.

We reserve the right to execute any technical modification of whatever nature to improve our products. This does not entitle the client to withdraw from the contract.

We reserve the right to modify certain aspects of our products (form, design, colours, etc...) if these modifications are acceptable for the client and agreed with him.

All the information given in our brochures (weights, dimensions, schemes, etc...) is non-binding unless it is explicitly declared to be part of the contract.

We reserve the right to refrain from delivery if we have any doubt about the client's liquidity.

3. Price

Prices are quoted in Euro, and do not include transport and packaging. We reserve the right to invoice for the prices valid at the date of shipment, if the calculation base of prices has changed (such as but not limited to change of material costs or costs of workforce).

Obvious typing or other mistakes in offers, orders, invoices, and price lists are not contractual.

All additional goods and services delivered by us are not included in the purchase price and have to be paid separately by the client.

4. Delivery time

The delivery period begins as soon as all details are settled and all conditions, such as but not limited to the payment of a down payment, are fulfilled by the client. Partial deliveries are allowed. The indicated delivery periods are non-binding estimations.

The delivery date is respected if it is announced sufficiently in advance. The client has the right to announce a reasonable period of grace if the delivery date has passed for six weeks.

In case of force majeure we reserve the right to either delay the delivery appropriately or to rescind from the contract.

All liabilities for damages due to delayed delivery or non-delivery are excluded.

5. Dispatch and transfer of risks and perils

All risks and perils are transferred to the client as soon as the merchandise leaves our premises or as soon as it is handed over into the custody of the client. If we have notified the client that the goods are ready for shipment, and delivery is delayed due to a fact attributable to the client, we reserve the right to store at the client's cost, risk and peril, or to sell the goods. In case the client does not clearly indicate the means of transport, this decision is made by us. In any case, transport costs are immediately payable.

The client agrees to discharge us from, and protect us against all responsibilities to all persons, as well as to properties which would be damaged by flood, fire, explosions or any other damage due to imperfect installation, improper use of or repairs effected by the client to the mentioned equipment.

The weather cannot be predicted: the client has to use his proper judgement, common sense and knowledge of the local climate conditions in executing the instructions in the user's manual.

If delivery and erection by us are agreed, the client has to make sure that:

- ◆ the terrain to build on is accessible with a lorry. If the terrain is not level enough, or if it is not sufficiently supported, it may be necessary to install a concrete base. All costs related to this are at the client's charge. It must be possible to tighten ropes and

properly anchor them around the tent. Delays caused by events such as but not limited to a bad route are at the client's cost and risk.

- ◆ The client has to obtain all the necessary permissions and authorisations in time.
- ◆ The client has to issue a guarantee of indemnity if he approves to commence works without authorisation. The contract is independent from the issuance of permissions of whatever nature. Changes, additional work and delays due to third parties are at the client's risk.
- ◆ The client has to provide all information about pipes, canals and similar installations under the surface of construction before the works start. If he fails to do so, he is responsible for all eventual damages to these installations. The client has to clearly indicate the exact position(s) of these installations.

If delivery and installation of heating and lighting by us is agreed upon:

- ◆ The power network within the construction is at our charge.
- ◆ The placement of a bottle of oil or natural gas is at our charge, as well as the connection of these to the installation.
- ◆ The placement of a cable supplying electricity to be used at the installation is the client's responsibility. This electric power line (380 V - 3 phases + zero line grounded) has to support our electricity tables.

6. Payment

All goods and services delivered by us are payable at the company's legal seat. The acceptance of a Bill of Exchange will not alter this fact.

If a B/E accepted by the client is not paid at our legal seat or if the client does not pay as he is obliged to at maturity date for whatever reason, we reserve the right to claim without prior notice all outstanding duties from the client, irrespective of the applied terms of payment.

Each defective performance by the client authorises us to withdraw from the contract of sales. If the client rescinds from the contract, this is legally valid from the time he notified us by registered mail.

The parties agree that in case of dissolution of the contract, we are entitled to an indemnity of 30 % of the agreed purchase price, and the parties agree that this amount constitutes the indemnity against damages to be foreseen upon signature of the sales contract. All fees resulting from non-paid cheques or dishonoured B/Es are invoiced separately to the client.

Invoices are payable in full prior to delivery, unless stipulated differently in the contract of sales.

All invoices which are not paid at maturity are augmented by 20 % and are subject to 1 % interest for each commenced month.

7. Retention of title

The property in the merchandise remains with us until the invoice is fully paid.

8. Responsibility in case of defective workmanship

All claims of defects visible on receipt are to be notified in writing immediately, but at the latest within 8 days upon receipt of the goods. In case of defect of merchandise or material, the seller guarantees either replacement or repair of the defective parts. The parties agree to limit the period to 15 days, as foreseen in art. 1648 of the CC.

We grant a warranty period for all our tents of one year, as well as a life-long warranty on all moulded pieces and extruded tubes (except for the Center Pole) and the steel cables for defect of material and fabrication. The warranty period starts with delivery.

The return of merchandise must be with an appropriate means of transport. For all cases covered under the warranty, the return fees are at our cost.

Normal wear and tear as well as defects due to improper use are not covered under the warranty. Neither are damages due to false information by the client (measures, designs, etc.)

If the defective consignment can be repaired at the client's premises, he will arrange bearing of costs and other modalities with us.

All other liabilities are excluded, expressly but not limited to the loss of profit due to unavailability of the product.

8. Legal Seat and Jurisdiction

Place of Jurisdiction for all litigations related to these conditions as well as to our contracts of sale are solely the courts of Brussels. The sales contracts and these general conditions of sale are governed by Belgian law.

The cancellation of one of the clauses of these general conditions of sale does not influence the validity of other clauses herein.