

# General Terms & Conditions

## Probio Cleaning Solutions Bvba (“PBS”)

### 1 APPLICABILITY

1.1 These general terms and conditions apply to all legal relationships between Probio Cleaning Solutions bvba (PBS), with registered office at Kauwensteinaan 3, 2940 Stabroek with company number BE 0661.661.744 and the customer, including all products that PBS provides and all the services provided, as in the quotation.

1.2. Deviations from these general conditions are valid only if expressly agreed in writing. PBS designates the applicability of General by the customer (purchase) terms.

### 2 QUOTES

2.1 Every quotation or offer, in any form whatever done is without engagement and shall apply only to a 14-day period, unless otherwise agreed. These do not imply any obligations for PBS and an order based on a quote or quote will only be binding on PBS after they accepted this and the customer informed in writing of acceptance. A by PBS accepted order, whether or not done in accordance with quotation/quotation, supersedes any prior agreements and is binding on other parties.

2.2 the client is deemed the properties, characteristics and such of the property, product or service and choose the type of equipment according to his needs and under his sole responsibility. The client acknowledges having been fully informed about the characteristics of the ordered and to require no further information. To the extent that this is necessary, the customer will apply for the necessary permits

2.3 photos, drawings, illustrations, prices and specifications are transferred only for information purposes and are approximate indications: they may be changed unilaterally by PBS.

### 3 PRICES and RATES

3.1 PBS can change its prices at any time. Changes apply immediately for future orders or agreements unless otherwise agreed.

3.2 PBS can change the prices of current contracts if this change is due to the change in 1) the fixed exchange rates of foreign currency, 2) prices of raw materials which are not themselves manufactured, PBS 3) certain public burden or social charges, 4) certain charges and/or 5) after the conclusion of the agreement to the conditions of PBS not can reasonably be expected the agreement on the basis of the initial prices. In case such price change more than 10% the customer has the right to, within 30 days after the price changes were communicated to dissolve the agreement.

3.3 unless otherwise agreed in writing all prices exclude tax, VAT or other taxes including customs and duties which are to be borne by the customer.

### 4 DELIVERIES-COMPLAINTS

4.1 Agreed delivery times are approximate, unless otherwise agreed expressly and in writing. Unless otherwise agreed expressly and in writing does not give timely delivery the customer is not entitled to compensation or dissolution of the agreement. PBS undertakes to do so in the event of late delivery the customer notify in a timely manner and, if necessary, to propose alternatives.

4.2 Complaints about the goods or work carried out should in writing within 8 days after delivery or performance to be reported to PBS with clear description of the complaint. When exceeding this deadline any liability because of PBS on the flaws or respective errors.

4.3 Complaints about the number of delivered products or the condition thereof may not serve on the Bill of lading when receiving goods ordered to be reported immediately in writing to PBS and also which any right on doing a complaint expires.

4.4 Products that are sent back without prior consent of PBS be refused. All returns are for the account and risk of the customer. Returns should always be sent to franco.

4.5 Delivery outside Belgium will EX-WORKS happen, unless otherwise agreed.

### 5 TECHNICAL SUPPORT ON SITE

5.1 Where PBS activities at the premises of the customer, the latter for the facilities desired in all reasonableness and for easy access to the work place by PBS and for all of its personnel and material or that of any subcontractors. The customer will take all measures to implement works by PBS to admit without risk of damaging goods present at the workplace or work already carried out. PBS will be the services with due care in accordance with the arrangements and procedures established with the customer.

5.2 If PBS cannot perform its work due to circumstances which are not attributable to her, the costs arising therefrom will be charged to the customer.

### 6 PAYMENTS

6.1 The customer must to check invoices from PBS immediately upon receipt. The client is deemed to have accepted an invoice from PBS for lack of motivated protest in writing within 8 days after receipt of the invoice. The absence of proof to the contrary, any invoice shall be deemed to be received by the customer on the third working day after invoice date.

6.2 Invoices of PBS are payable without discount. In the absence of timely payment will automatically and without any notice of default, a delay interest as this is provided for in the law of 2 August 2002 on combating late payment in commercial transactions or at least 8% and a fixed compensation of 10% of the overdue amount, with a minimum of EUR 50. These liquidated damages shall be payable in addition to the recoverable costs of proceedings and any fee for (material) damage and loss of profit.

6.3 At time of late payment, PBS has the right to (further) suspend performance of any agreement with the customer, even if the default another agreement. Compensation due to claim of the customer against the company is excluded and forbidden.

### 7 RETENTION OF TITLE

7.1 The delivery of the goods to the customer is effected under the express retention of title until the customer has paid everything owed to PBS or until the customer has fulfilled all its commitments. 7.2 The customer is to PBS responsible for all damage caused to the goods after delivery and before the transfer of ownership referred to in this article. The customer must lend themselves to ensure adequate.

7.3 PBS is entitled the matters that have been delivered under retention of title and are present to take back to the customer if the customer is in default with the seller or in payment difficulties is or is likely to go are, in the opinion of PBS.

### 8 GUARANTEE

8.1 PBS products that are damaged in the course of its normal use, can be replaced free of charge. 8.2 In case the damaged article is being sent back, it must be packaged with correct transportation material so that additional damage is avoided. Any transport damage is at the risk of the customer.

8.3 There can be made no claim on warranty if changes in or to the product made by third parties, and/or defects caused by not having the destination corresponding or improper use, and/or defects arising from the use of wrong ingredients and/or damage caused by intent or gross negligence, and/or by outside causes, (such as lightning, power outages, natural disasters, etc.).

8.4 indirect costs, caused by a defect in the product are not recoverable.

8.5 the warranty applies only if the customer his obligations to PBS (financial and other) has complied fully and in a timely manner.

8.6 the guarantees given by PBS can never extend further than the given where applicable factory warranty.

### 9 LIABILITY

9.1 All commitments of PBS are resources commitments. The customer acknowledges and accepts that not all defects will be repaired.

9.2 PBS only be held liable for damage caused to the customer and/or third parties by PBS or by persons or materials that PBS used in the execution of its obligations, to the extent that the damage is attributable to her reasonably and this can be proved or at least very it can be justified.

9.3 PBS is to the customer never liable for any consequential damages, industrial damage, indirect damage, damage of third parties and/or lost profits, unless there is intent or gross negligence on the side of PBS itself.

9.4 PBS has secured against the liability as a result of damage to third parties caused by its personnel or material.

9.5 Liability of PBS is limited to a maximum of the amount of the insurance of PBS where appropriate amount, and in case the insurance pays out is not PBS, for whatever reason, in no case be liable further than to compensation of the invoice value of goods, as a result of which the customer has been adversely affected.

9.6 Any right to compensation shall expire in any case if the customer has failed to take measures to (i) the damage immediately after it has occurred.

### 10 FORCE MAJEURE

10.1 Neither party will be responsible or liable in any way for the interruption or delay or its consequences in the execution of its obligations as a result of strikes, lockouts or other labor disputes (whether or not including the staff of the parties or from third parties), natural disaster, embargo, war, insurrection, domestic unrest, malicious damage, compliance with any law or regulation, provision , regulation or directive, accident, loss of factory or plants, fire, flood, or storm or any other cause beyond the reasonable control of the parties or the aftermath of the aforementioned. If such delay occurs, then it will be the deadline for the parties to their obligations be extended with a time limit which the parties can reasonably be asked to this obligation.

10.2 the party that the other party asserts force majeure will immediately announce an event of force majeure, included in such notice the circumstances that led to the force majeure.

10.3 If a situation of force majeure persists for more than two months, then the other party will have the right to terminate the agreement without compensation.

10.4 PBS cannot be held responsible for the damage that customers suffer through the full or partial disruption of its services as a result of force majeure (sales)

### 11 INTELLECTUAL PROPERTY

11.1 All intellectual property rights in respect of the products and/or services as well as the design, documentation and all other materials developed and/or used in preparation or implementation of the PBS agreement between PBS and the client or arising therefrom, be based exclusively at PBS or its suppliers.

11.2 the delivery of products and/or services is not to any transfer of the rights of intellectual property. The customer shall receive only a non exclusive and non transferable right of use to the use of the products and results of the services for the agreed objectives.

11.3 the customer will indications of PBS concerning copyrights, trademarks, trade names or other intellectual property rights do not delete or change.

11.4 PBS guarantees that it is entitled to provide to the customer the right of use and shall indemnify the customer against any claims by third parties in this respect.

### 12 TRANSFER

12.1 Subject to written agreement of PBS is the agreement and/or the rights and obligations stated therein nor transferable in whole or in part on the part of the customer.

### 13 TERMINATION AND DISSOLUTION

13.1 Any agreement may be terminated subject to a notice period of 3 months except in the case of deliveries going for which a separate agreement is concluded (possibly by means of a signed and by PBS accepted quotation).

13.2 If the agreement (in whole or in part) is broken or dissolved is action against the customer, the customer to PBS a flat-rate compensation equal to 30% of the price of the accepted order or planned command, without prejudice to the right of compensation for the lost profits that PBS on this package and all other damage and without prejudice to the price for the costs already incurred and services provided. PBS reserves the right to refuse the agreement as dissolved as of right and without prior notice in case of bankruptcy, insolvency, as well as any change to the legal situation of the customer, as well as at any serious default which is not remedied within 15 days after notice of default by registered by the customer.

### 14 SEVERABILITY

14.1 the Parties explicitly agree that the invalidity or non-enforceability of one or more provisions of this agreement does not affect the validity or enforceability of the other provisions. The latter provisions remain unaffected. Parties undertake to the invalid or non-enforceable provisions replaced by other provisions or implementing measures which as much as possible the original common intention of the parties is accomplished.

### 15 GOVERNING LAW AND JURISDICTION

15.1 To all offers, agreements and other commitments with PBS, as well as its implementation, is exclusively governed by Belgian law.

15.2 all disputes for flowing from or relating to a commitment or quotation of PBS or on the conditions themselves, will only be submitted to the competent courts of Antwerp.