

PREAMBLE

1. These General Terms & Conditions (hereafter “General Conditions”) are inspired from the ORGALIME S2000 General Conditions for the Supply of Mechanical, Electrical and Electronic products.

PURPOSE

2. The purpose of the present General Conditions is to define the terms and conditions whereby LOGIPLUS SPRL, rue Clément Ader 1 – 6041 Gosselies, Belgium (hereafter ‘Logiplus’) is entrusted by the customer (hereinafter ‘the Purchaser’), who accepts it, to deliver goods, products and equipment (hereinafter the ‘Product(s)’) and/or services (hereinafter the ‘Services’).

3. When the General Conditions apply to a specific customer Contract (hereafter ‘the Contract’), any modifications of or deviations from them must be agreed in writing.

4. Wherever these General Conditions use the term in writing, this shall mean by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

PRODUCT INFORMATION

5. All information and data contained in general Product documentation, leaflets and price lists, issued by Logiplus, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Contract.

DRAWINGS AND DOCUMENTATION

6. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.

7. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

8. Logiplus shall provide information and drawings which are necessary to permit the Purchaser to install and put into service the Product. This information shall be delivered by mail, as attached files to automatic mails sent by the ERP of Logiplus.

9. Especially, the technical information delivered by Logiplus for maintenance purpose to be operated by the final customer may not be used to remanufacture equipment or part of equipment, neither for purpose of re-quotation by the Purchaser or by a third party.

10. When it is agreed in the Contract, the delivery of Contractual technical information such as drawings, computer files, source code, manufacturing information for printed circuit boards or mechanical parts and so on, never implies any kind of transfer of industrial or intellectual property, neither a free license.

11. The Products delivered by Logiplus have passed qualifications and tests at the time they were developed. Unless otherwise specified in the Contract, Logiplus does not commit to re-qualify or re-test the Products neither to adapt the documentation according to later evolutions of the initial applicable standards version or customer specification.

ACCEPTANCE TESTS

12. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out in the Logiplus premises, rue Clément Ader 1 6041-Gosselies, Belgium during normal working hours.

13. If the Contract does not specify the technical requirements, the standard tests of Logiplus on similar material will apply.

14. Logiplus shall notify the Purchaser in writing of the acceptance tests in sufficient time (two calendar weeks when not otherwise defined) to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

15. If the acceptance tests show the Product not to be in accordance with the Contract, Logiplus shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser’s request, unless the deficiency was insignificant.

16. Logiplus shall bear the costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests, even in case of multiple acceptance process.

DELIVERY, PASSING OF RISK

17. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract.

18. If no trade term is specifically agreed in the Contract, the delivery shall be Ex works (EXW).

19. If, in the case of delivery EXW, Logiplus, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

20. Partial shipments shall be permitted unless otherwise agreed in the Contract.

21. Depending on the nature, dimensions and weight of the product or equipment, a minimum shipment quantity can be committed in the Contract, mainly when other conditions than EXW apply.

WEB PORTALS – EXCHANGE OF INFORMATION

22. Logiplus does not commit to use Purchaser web portals for information exchange with the Purchaser, unless agreed in the Contract and when the Purchaser portal structure allows to download and upload information in an open data format such as csv, as to allow to import and export information from Logiplus ERP to the customer web portal and vice versa.

TIME FOR DELIVERY, DELAY, CONFIRMATIONS

23. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the Contract is entered into, all official formalities have been completed, payments due at the formation of the Contract have been made, any agreed securities have been given and any other preconditions have been fulfilled.

24. Some Products are manufactured only on demand. The production is organized in batches with a Minimum Ordering Quantity (MOQ) for such Products. Unless specified in written form, Logiplus cannot accept any quantity variation for the Product during the manufacturing process.

25. Logiplus confirms in the tendering phase if the Product is available from stock, from a manufacturing batch in progress or from a new manufacturing batch to launch especially. The standard manufacturing lead time for a new batch is 6 to 8 months, mainly due to the

fluctuating delivery time and availability of electronic components on the international market. In case shorter schedules are requested by the Purchaser for a Product wherefore a new manufacturing batch must be launched, and even if Logiplus commits to reduce the lead time, the liquidated damages will not be applied in case of late deliveries.

26. Order confirmation and confirmed or rescheduled delivery are communicated to the Purchaser by means of pdf files attached to a mail issued by the ERP tool of Logiplus.

27. If Logiplus anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected.

28. If delay in delivery is caused by any of the circumstances mentioned in Clause 83 or by an act or omission on the part of the Purchaser, including suspension under Clause 46, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

29. Logiplus only commits on a 'week of delivery' and never on an accurate 'day of delivery'.

30. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify Logiplus in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

31. If the Purchaser fails to accept delivery at the delivery time he shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Logiplus shall arrange for storage of the Product at the risk and expense of the Purchaser. Logiplus shall also, if the Purchaser so requires, insure the Product at the Purchaser's expenses.

32. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 83. Logiplus may by notice in writing require the Purchaser to accept delivery within a final reasonable period.

33. If, for any reason for which Logiplus is not responsible, the Purchaser fails to accept delivery within such period, Logiplus may by notice in writing terminate the Contract in whole or in part. Logiplus shall then be entitled to compensation for the loss he has suffered by reason of the Purchaser's default.

LIQUIDATED DAMAGES FOR LATE DELIVERIES

34. If the Product is not delivered at the time for delivery and considering the exclusions foreseen in the present General Conditions, the Purchaser is entitled to liquidated damages from the date from which delivery should have taken place.

35. The liquidated damages shall be payable at a rate of 0.5 per cent (0,5%) of the purchase price of the delayed Products for each completed week of delay, applicable from the third week of delay. The liquidated damages shall not exceed 5 per cent (5%) of the purchase price of the delayed Products.

36. The liquidated damages become due at the Purchaser's demand in writing but not before delivery has been completed or the Contract is terminated under Clause 30.

37. The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim in writing for such damages within six weeks after the time when delivery should have taken place.

38. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 34 and if the Product is still not delivered, the Purchaser may in writing demand delivery within a final reasonable period which shall not be less than six weeks.

39. If Logiplus does not deliver within such final period and this is not due to any circumstance for which the Purchaser is responsible, then the Purchaser may by notice in writing to Logiplus terminate the Contract in respect of such part of the Product as cannot in consequence of the Logiplus failure to deliver, be used as intended by the parties.

40. If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he has suffered as a result of the Logiplus delay. The total compensation, including the liquidated damages which are payable under Clause 35, shall not exceed ten per cent (10%) of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

41. Liquidated damages under Clause 34 and termination of the Contract with limited compensation under Clause 38 are the only

remedies available to the Purchaser in case of delay on the part of Logiplus. All other claims against Logiplus based on such delay shall be excluded, except where Logiplus has been guilty of gross negligence.

42. In these General Conditions gross negligence shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious supplier would normally foresee as likely to ensue, or a deliberate disregard to the consequences of such act or omission.

PAYMENT

43. Unless otherwise agreed, the purchase price shall be paid within 8 days with 30% at the formation of the Contract and within 8 days with 40% when Logiplus notifies the Purchaser that the Product, or the essential part of it is ready for delivery. Final payment shall be made within 30 days when the Product is delivered.

44. Logiplus may request immediate payments from the Purchaser. When the general payment terms do not apply, the specific payment terms are indicated in the tender.

45. Whatever the means of payment used, payment shall not be deemed to have been effected before Logiplus account has been fully and irrevocably credited.

46. If the Purchaser fails to pay by the stipulated date, Logiplus shall be entitled to interest from the day on which payment was due. The rate of interest shall be as agreed between the parties. If the parties fail to agree on the rate of interest, it shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment.

47. In case of late payment Logiplus may, after having notified the Purchaser in writing, suspend his performance of the Contract, including suspension of forecasted deliveries until he receives payment. In such a case, liquidated damages for late deliveries such as defined under Clause 34 do not apply.

48. If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice in writing to the Purchaser and to claim compensation for the loss he has incurred.

RETENTION OF TITLE

49. The Product shall remain the property of Logiplus until paid for in full to the extent that such retention of title is valid under the applicable law.

50. The Purchaser shall at the request of Logiplus assist him in taking any measures necessary to protect Logiplus title to the Product in the country concerned.

51. The retention of title shall not affect the passing of risk under Clause 17.

LIABILITY FOR DEFECTS

52. Logiplus shall remedy any defect or nonconformity (hereinafter termed defect(s)) resulting from faulty design, materials or workmanship.

53. Unless otherwise specified in the Contract, liability of Logiplus is limited to defects which appear within a period of twenty-four (24) months from putting into service of the equipment, with a maximum of thirty-six months (36) after delivery.

54. When a defect in a part of the Product has been remedied, Logiplus shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 53 shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the defect.

55. The Purchaser shall without undue delay notify Logiplus in writing of any defect which appears. Such notice shall under no circumstance be given later than two weeks after the expiry of the period given in Clause 53.

56. The notice shall contain a detailed description of the defect.

57. If the Purchaser fails to notify Logiplus in writing of a defect within the time limits set forth in the first paragraph of this Clause, he loses his right to have the defect remedied.

58. Where the defect is such that it may cause damage, the Purchaser shall immediately inform Logiplus in writing. The Purchaser shall bear the risk of damage resulting from his failure so to notify.

59. Repairs are done exclusively in Logiplus qualified workshop of Gosselies by a trained team and within a period of four (4) to six (6) weeks, except in the annual company closure periods.

60. Logiplus has fulfilled his obligations in respect of the defect when he delivers to the Purchaser a duly repaired or replaced part.

61. The Purchaser shall at his own expense arrange for any dismantling and reassembly of the Product.

62. Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from Logiplus in connection with the remedying of defects for which Logiplus is liable shall be at the risk and expense of the Purchaser.

63. Logiplus responsibility is limited to the repair or exchange of the defect goods.

64. Defective parts which have been replaced shall be made available to Logiplus and shall be his property.

65. The Purchaser never may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of Logiplus without prior agreement in written form.

66. Logiplus is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

67. Logiplus is liable only for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

68. Logiplus liability does not cover defects which are caused by faulty use or maintenance, incorrect erection or faulty repair by the Purchaser, or by alterations carried out without the Logiplus consent in writing.

69. Finally Logiplus liability does not cover normal wear and tear or deterioration.

70. Logiplus shall not be liable for any loss the defect may cause including loss of production, loss of profit and other indirect loss.

NO FAULT FOUND

71. Unless specific instructions given by the Purchaser with the returned Product, the tests done on the Product in the repair process are identical to those realized in the end phase of the manufacturing process.

72. If the Purchaser has given such notice as mentioned in Clause 55 and no defect is found for which the Supplier is liable (No Fault Found), Logiplus shall be entitled to compensation for the costs he has incurred as a result of the notice.

WARRANTY EXTENSION

73. Unless otherwise agreed in the Contract, warranty extension after the standard warranty period may be ordered by the Purchaser as follows: Extra-cost of 5% of the value of the product per year during the 5 first years of the warranty extension period; Extra-cost of 4% for the next years. The warranty extension must be defined, ordered and billed at the initial order time as to allow Logiplus to manufacture the necessary spare parts for the maintenance in the initial manufacturing batch.

CONSIGNMENT STOCK

74. Unless otherwise agreed in the contract, Logiplus does not accept to deliver free of charge parts for a consignment stock at the Purchaser level or at the end customer level.

75. The Purchaser is invited to buy some spare parts to cover the potential unavailability of the Product. For instance only, this stock level could be as follows: For 1 to 5 equipment in service: 2 spare parts, for 6 to 20 equipment in service: 3 spare parts, for 21 to 50 equipment in service: 4 spare parts, for 51 to 100 equipment in service 5 spare parts, for more than 100 equipment in service 5% of spare parts. Here above quantities are suggested to the Purchaser on the basis of Logiplus return of experience and may differ from Product to Product and depend strongly on the service conditions.

ENDEMIC DEFECTS DEFINITION

76. In case of systematic defect measured over a continuous period of twelve (12) consecutive months appearing on the same component on more than 5% of the delivered Products of the same manufacturing batch during the warranty period and 24 months after the end of this warranty period (this is maximum maximum 60 months from the delivery date to the Purchaser), Logiplus will update in his premises at no cost all the Products of the concerned batch. Transportation cost (grouped deliveries) of Product to repair, from the Purchaser to Logiplus and transportation cost of repaired Products from the supplier to the Purchaser will be supported by Logiplus. Other costs such as without limitation mounting and demounting Products from and to the train, packing, shipment, customs costs ... are borne by the Purchaser.

77. Systematic defect such as defined under Clause 76 apply only for Product quantity over one hundred (100) pieces of each individual Product per Purchaser order.

78. In some circumstances such as the suspicion of endemic defects that cannot be reproduced in the laboratory environment of Logiplus, the Purchaser will allow at no cost the access to the train by the Logiplus team for technical investigation.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

79. Logiplus shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall Logiplus be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part.

80. When agreed in the Contract, liability for damage caused by the Product will never exceed the amounts covered by the civil responsibility insurance of Logiplus. Logiplus agrees to communicate the details of this insurance upon single request in writing issued by the Purchaser.

81. Logiplus and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.

GENERAL LIMITATION OF PENALTIES

82. The total cumulated sum of any kind of penalties applicable to the Contract for any kind of agreed liability such as and without limitation liquidated damages, liability for defects, liability for performance, liability for late delivery, liability for lack of spare parts, liability for missing documentation, ... will never exceed ten per cent (10%) of the purchase price of the concerned Product.

FORCE MAJEURE

83. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as strikes, fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-Contractors caused by any such circumstance referred to in this Clause.

84. A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

85. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

86. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate Logiplus for expenses incurred in securing and protecting the Product.

87. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under Clause 83 for more than six months.

CONSEQUENTIAL LOSSES

88. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of Contracts or for any other consequential or indirect loss whatsoever.

DISPUTES AND APPLICABLE LAW

89. The Contract shall be subject to Belgian law. The parties shall attempt to settle amicably any disputes that may arise between them concerning the validity, interpretation and/or performance of the Contract. Should they be unable to reach an amicable settlement, the parties shall assign exclusive jurisdiction to the Hainaut (Charleroi) Commercial Court and this shall include the case of any emergency injunction.

Gosselies, December 2011