

GENERAL TERMS AND CONDITIONS OF SALE GENERAL TERMS AND CONDITIONS OF SALE

All the contracts between Eurasiacorp NV (hereinafter "Seller") for the purpose of selling its products (hereinafter "Products") and their client ("the

Buyer") will be subject to the following conditions of sales.

1. Delivery: If not otherwise established in writing by the seller, delivery shall be CPT (Incoterms 2000) named place of destination.
2. Delays in delivery will not constitute grounds for claiming damages or for cancelling the agreement.
3. In case of cancellation of an order the buyer will have to pay a compensation amounting to 10% of the value of his order.
4. If we are not able to carry out the agreement due to force majeure, circumstances beyond our control, like strikes, fire, floods, wars, revolts, etc. we reserve the right to terminate the agreement without the Buyer being entitled to claim damages on that account.
5. Should the buyer fail to honour his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.
6. Within 7 working days from delivery of the Products, the buyer shall carefully examine the products delivered and notify the seller in writing of any lack of conformity. And certainly before the goods are used or resold to a third party.
7. Seller guarantees that its Prime grade Products comply with specific Product specifications, in which Buyer declares to have extensively and completely reviewed before submitting its purchase order. Seller does not guarantee that Non-prime Products comply with specific Product specifications, as such products are not guaranteed by the producer himself. Seller does not assume any responsibility if the Products are unsuitable for a special use created by the Buyer, unless Seller provides a written guarantee for the use created by the Buyer.
8. Any late payment by the Buyer allows the Seller to suspend immediately shipment of all Buyer's orders even if it concerns orders or consignments which are different to the irregular order or to the late paid order.
9. Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 2% above the Belgian legal interest rate, with a minimum interest rate of 12%. We reserve the right to increase by 10% the amount of any invoice unpaid on the due date.
10. If there is a deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfilment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order. Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice our other rights for damages and interests.
11. Disputes arising out of this contract shall be referred to the Courts of Gent or at our discretion to the Courts having jurisdiction at the buyers domicile.
12. RETENTION OF TITLE: Until payment in full to us for the goods the goods shall remain our property. Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery. The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourselves the legal and equitable title to the final products or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods. The buyer may sell the goods in the normal course of his business but on the condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us.

The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by us, allow us to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by us as a result of such proceedings (including sums accepted by us in settlement thereof whether of not equal to the sums claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us in the course of such proceedings. Any balance remaining shall be paid to the buyer. Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means we may have of identifying the goods.