



TERMS
& CONDITIONS
OF 2ND HAND
EQUIPMENT
SALE

WWW.TCR-GROUP.COM

1. Terms of Sale

These Terms and Conditions of Sale (“**Terms of Sale**”) govern all sales of products or equipment (collectively the “**Products**”) by TCR to Buyer, regardless of whether Buyer issues a written or electronic purchase order for the Products (collectively the “**Purchase Order**”). Upon receipt by Buyer of an express acceptance or order acknowledgment from TCR, or upon commencement of performance by TCR, the Purchase Order terms and conditions specifying the identity, price and quantity of the Products, as modified by TCR’s acceptance or order acknowledgment, upon these Terms of Sale becomes a binding agreement between Buyer and TCR (collectively the “**Sales Agreement**”); provided, however, that any other Purchase Order terms and conditions, including any terms and conditions of the Buyer, that conflict with or are in addition to these Terms of Sale, are not applicable and these Terms of Sale shall exclusively govern the Sales Agreement. In the event the Purchase Order conflicts with TCR’s acceptance or order acknowledgment, TCR’s acceptance or order acknowledgment prevails.

2. Price

All amounts stated are net of prices and without VAT. The prices of the Products, as set forth in TCR’s quotation, acceptance or order acknowledgment, do not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless TCR agrees otherwise in a signed writing.

3. Payment

Payments must be made to TCR in EURO within seven (7) days of the date of TCR’s proforma invoice, unless TCR expressly agrees otherwise in a signed writing. Payments not received when due shall bear interest at the lower of twelve percent (12%) per annum or the maximum rate allowed by applicable law. Buyer agrees that in the event that payment by Buyer for any Products including, but not limited to, equipment, has not been received by TCR when due, TCR shall have the right, in addition to any other rights of TCR: (i) to re-possess any Products including, but not limited to, equipment, of the same type up to the value of any Products for which payment has not been received by TCR when due and/or to require Buyer to return such Products to TCR; and/or (ii) to suspend any future deliveries of Products to Buyer.

4. Delivery

TCR will deliver the Products EXW - Ex Works TCR’s plant (INCOTERMS 2010), unless TCR expressly agrees otherwise in a signed writing. Buyer shall pay all transportation costs of the Products. TCR will endeavor to meet the delivery date(s) provided by Buyer. If TCR anticipates that he will not be able to meet such date(s), TCR shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected. Buyer has no claim for damages resulting from any such delay in delivery, unless TCR expressly agrees otherwise in a signed writing. The Buyer shall collect the Products within thirty days (30) days of them being made available. Without limitation to TCR’s any other rights, if the Buyer has not collected the Products within seven (7) days after the expiry of the said period of thirty (30) days, the transaction will be void and TCR will be entitled to resell or otherwise dispose of all part of the Products.

5. Title, Retention of Title and Risk of Loss

Title to the Products passes to Buyer when the Products are fully paid for. The Buyer shall at the request of TCR assist him in taking any measures necessary to protect TCR’s title to the Product. All risk of loss of the Products passes to Buyer when the Products are loaded onto the carrier.

6. Warranty

TCR hereby warrants to the Buyer that TCR owns the Products without restriction and free from any charge, mortgage, lien or other encumbrance. The Buyer agrees that the Products are being sold in an “as is” condition save where any of the Products are stated to be sold in an “as refurbished” condition in which event the Purchaser accepts such Products in such refurbished condition. To the fullest extent permitted by law, TCR expressly disclaims, and are excluded from this Sales Agreement, all other warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability of fitness for any particular purpose or as to the condition or working order of the Products including any latent defects. TCR does not assume, or authorize any other person to assume on its behalf, any liability in connection with the sale of the Products.

7. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL TCR BE LIABLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE,

EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. TCR HEREBY DISCLAIMS ANY LIABILITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), FOR ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF, RELATING TO OR CAUSED BY BUYER'S USE OF TCR'S PRODUCTS.

8. Termination

In the event of a breach by Buyer of the Sales Agreement including, but not limited to, any insolvency or bankruptcy of Buyer, TCR may immediately terminate the Sales Agreement, upon giving written notice of termination to Buyer. If the Sales Agreement is terminated by TCR for Buyer's breach, TCR is entitled to reimbursement for any labor, material or other reasonable expenses incurred in connection with the Sales Agreement, plus TCR's normal overhead. The provisions of Section 11 shall survive the expiration or earlier termination of the Sales Agreement.

9. Indemnification

To the maximum extent allowed by law, Buyer shall defend, indemnify and hold harmless TCR and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including, but not limited to, investigation expenses and attorneys' fees) that TCR may incur or be obligated to pay as a result of Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products.

10. Force Majeure

TCR shall not be liable for delay in delivery of Products, or for any other interruption, delay, loss or damage which is incurred or suffered as a result of a Force Majeure, and TCR's obligations hereunder shall be excused and suspended during the period such Force Majeure remains in effect. "Force Majeure" shall mean a condition or cause beyond the reasonable control of TCR including, but not limited to, acts of God, floods, earthquakes, hurricanes, tornadoes or other severe weather conditions; acts of public enemy, war, blockade, insurrection or riot; fire, wreck or explosion; strike, lockout or labor dispute; embargoes; act of governmental authority or compliance with governmental laws, orders or

regulations; plant shutdown; equipment failure; delays, shortages or failure of the supply of parts or components; shortage of energy or transportation; or circumstance beyond TCR's reasonable control not enumerated in the foregoing which reasonably shall prevent TCR from performing its obligations hereunder in the normal course of TCR's business.

11. Confidentiality, Intellectual Property

Buyer agrees to hold as confidential and not disclose or divulge to any third party any confidential information received from TCR including, but not limited to, prices, trade secrets, technological know-how, specifications and the terms of the Sales Agreement, unless TCR gives its prior written approval. TCR is not granting to Buyer in the Sales Agreement any right, title or interest in or to any of its intellectual property rights including, but not limited to, any patent, copyright, or trade names, all of which are exclusively owned by and reserved to TCR. Buyer agrees to return all confidential information to the TCR at TCR's request.

12. Business Conduct and Compliance

TCR and Buyer, each as a party to this Sales Agreement, shall comply with all applicable laws and regulations relating to anti-bribery, anti-money laundering and anti-corruption including such applicable laws and regulations. Each party warrants that it has not offered any form of bribe, inducement or other incentive to the other party in return for entering into this Sales Agreement. Each party shall not (and will take all reasonable steps to ensure that its personnel, agents, representatives or sub-contractors or any other person acting on its behalf shall not) accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment. The parties shall notify each other immediately upon becoming aware of any actual or potential breach of the provisions of this clause.

The Buyer warrants that it is not (i) a natural person or entity which is subject to trade sanctions imposed by domestic or international government authorities, such as those adopted by the United Nations, the European Union or the United States ("**Trade Sanctions**"); or (ii) a natural person or entity which is owned (more than 50%) or controlled by individuals or entities subject to Trade Sanctions.

The Buyer will not make the Products available either directly or indirectly (i) to natural persons or entities

which are subject to Trade Sanctions; or (ii) to natural person or entities which are owned (more than 50%) or controlled by individuals or entities subject to Trade Sanctions.

The Buyer hereby gives written assurance that it will comply with all such export controls and sanction laws and regulations and that it bears sole responsibility for any violation of such laws and regulations, and that it will indemnify, defend, and hold TCR harmless for the consequences of any such violation.

The Buyer herewith confirms that (i) it is not a military organization; (ii) it will not make available or sell the Products to an end-user tied to the military or defence industry or tied to a military or governmental research body; and (iii) the Products will not be used for a military purpose. The Buyer will provide an end user statement that they are the end-user of the Products (end-user statement) if necessary.

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13. Parties

Parties will not use child labor or forced labor and shall apply the principles with respect to the protection of international human rights.

14. Entire Agreement

The Sales Agreement comprises the complete and final agreement between TCR and Buyer and supercedes all prior negotiations, proposals, representations, commitments, understandings or agreements between TCR and Buyer, either written or oral, on its subject. The Sales Agreement may not be altered or modified except by the signed written agreement of TCR and Buyer.

15. Governing Law

The validity, construction and performance of the Sales Agreement is governed by and shall be construed in accordance with the laws of Belgium. Buyer hereby irrevocably submits and agrees to the jurisdiction of the courts of Brussels, Belgium in any action, suit or proceeding related to, or in connection with, the Sales Agreement.

16. Personal Data Notice

TCR undertakes to process the personal data communicated by the Buyer in accordance with the applicable regulations and its general privacy policy.

Any personal data provided by the Buyer will be processed by TCR, the controller, for the following purposes: (i) to communicate with the Buyer, (ii) to take steps prior to entering into a contract with the Buyer, (iii) to manage the contractual relationship, (iv) to perform TCR's obligations under this Sales Agreement, (v) to comply with any legal or regulatory obligations, (vi) to ensure customer relationship management, (vii) to improve the quality of TCR's products and services and (viii) to market, promote and sell TCR products and services.

The Customer remains solely responsible for processing personal data supplied to TCR. By transmitting personal data to TCR, the Customer confirm that it has obtained the data in a regular and legitimate manner.