

GENERAL TERMS AND CONDITIONS OF SALE OF APART AUDIO

Applicability. By passing a sales order, the customer unconditionally agrees with these general terms and conditions of sale, which are applicable to all sales (including future ones) of Apart Audio and rejects the application of his own terms or conditions mentioned on order forms or other documents. Apart Audio reserves the right to unilaterally amend these general terms and conditions of sale.

Offers. All offers are subject to contract and can be modified at any time by Apart Audio. The offers are made on the price conditions applicable at the moment of the offer and valid for its duration. The prices mentioned are net prices, 'ex works' and exclusive of all taxes and duties. These prices are applicable with reservation to modifications.

Orders. All orders shall be subject to acceptance by Apart Audio, and shall bind Apart Audio only if it has confirmed acceptance in writing. Customers' orders and acceptance of offers are deemed to be irrevocable.

Delivery. Unless accepted otherwise in writing, all deliveries are made ex-works, Incoterms 2010. Agreed dates of delivery are target dates and are not binding. Delays in delivery cannot give rise to damages claims or dissolution of the contract. The customer must verify any delivery upon reception and mention any unconformity or apparent defect in writing on the transportation documents. Products found defective cannot be returned except with the prior and explicit consent of Apart Audio.

Warranty. Apart Audio warrants for a period of 24 (twenty four) months following delivery that all products sold shall be free from defects in material and manufacture under the terms set forth herein. Apart Audio does not warrant that the products are fit for a specific use or purpose. Warranty claims and claims for hidden defects can be considered only if the defects appear within the warranty period and are notified within 8 (eight) days following their appearance per registered letter. The non-respect of the stipulations of the present clause, automatically exclude any right to compensation. The warranty is not valid in case of an incident, wear, for moving parts, power surges, inadequate packing or shipping, improper use or storage and the disregard of recommendations of Apart Audio. The warranty only concerns the spare parts and not the involved labor, transportation or any other costs. Apart Audio or its distributor will replace parts provided that the product is returned in the original packaging with the proof of purchase by an Apart Audio authorized reseller. These contractual warranties are the customer's sole remedy excluding all other warranties under law or contract. In the exceptional case that the concerned product has meanwhile been discontinued and in case no spare parts for this discontinued product are available anymore, the warranty is not valid anymore. However, the warranty for discontinued products is anyhow minimum 2 years.

Liability. Indemnity. Apart Audio's liability is limited to the value of the defective products, except in case of willful misconduct. Apart Audio shall have no liability for any indirect or consequential



damage or loss including loss of profit, loss of production, loss of revenue or loss of contracts. The customer will hold Apart Audio harmless from any claims of third parties that exceed the value of the defective products. The non-payment of invoices excludes any right to compensation.

Retention of title. All delivered products shall remain in the ownership of Apart Audio up to the instance of full and final payment of all amounts due by the customer or its affiliated companies, including damages, costs and interest. The customer shall keep the products separate and identifiable as Apart Audio's products and shall grant access to Apart Audio to collect the products in case of non-payment of the invoice.

Notwithstanding the above, the risks of products sold pass to the customer at the time of delivery. As far as possible under the applicable law, the retention of title also applies for delivered products that are transferred to third parties. If according to the law, the retention of title disappears with the transfer of the products to third parties, the customer shall, at the simple request of Apart Audio, transmit to Apart Audio all claims which the customer has on the acquirer of the products.

Protest of Payment. Any protest of invoices needs to be done in writing within 10 days date of invoice. The payment condition of all invoices is pre-payment, unless agreed otherwise. Apart Audio is entitled to require security for payment, at its own discretion and to its satisfaction. Except in case of a final judgment, the customer is not entitled to deducting or compensating. Every unpaid invoice raises, automatically and without notice, an interest at the rate of 12% (twelve percent). Furthermore, the legal or other fees exposed by Apart Audio shall be due. All remaining invoices drawn up on the customer shall equally become automatically due.

Breach. If the customer is in default or becomes insolvent, Apart Audio has the right to suspend the deliveries and/or rescind the agreement without notice and to take back the delivered products or at its choice to claim the execution of the agreement. In all cases Apart Audio is entitled to claim for compensation of all damages incurred.

Applicable Law and Jurisdiction. All sales and the relations between Apart Audio and its customer are subject to Belgian law. The Convention of Vienna relating to International Sales (1980) is not applicable. All disputes shall be subject to the exclusive jurisdiction of the Courts of Antwerp, Belgium unless Apart Audio prefers to bring the dispute before another competent court.