

MAGOTTEAUX - GENERAL CONDITIONS for ASSEMBLY and/or SUPERVISION
(complementing the GENERAL SALES CONDITIONS)

1. DEFINITIONS

1.1. « Service(s) » means the supervision of assembly of the Products.

1.2. « Product(s) » means the internal devices such as crushers, coolers, cyclones and pre-heaters sold by the Seller to the Purchaser.

2. OBLIGATIONS of the SELLER

The Seller shall provide the Services of one or several supervisors in order to give the necessary instructions for the assembly of the Products at the Purchaser's premises. The assembly will be performed by third parties chosen by the Seller or by the Purchaser and approved by the Seller.

3. OBLIGATIONS of the PURCHASER

3.1. If the Purchaser proceeds itself with the assembly, it shall provide - at its sole cost - the staff, device and any other thing necessary to the assembly of the Product.

3.2. Prior to the opening of the working zone, the Purchaser shall inform the Seller about the local laws and regulations as well as the safety rules that are applicable for the implementation of the contract.

3.3. The Purchaser warrants that it shall fully meet each of the following conditions:

3.3.1 The supervision shall not be carried out in unhealthy and/or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision starts and will be maintained during the entire duration of the supervision. In particular, the site will be free of any dangerous substance such as asbestos and/or radioactive materials.

3.3.2 The Seller's staff shall be able to obtain, in the neighborhood of the site, appropriate accommodation and catering and shall have access to internationally acceptable catering facilities, hygiene conditions and medical services.

3.3.3 The Purchaser shall make available to the Seller, free of charge, the necessary storage facilities, providing protection against theft and deterioration, for the personal belongings of the Seller's staff.

3.3.4 The Purchaser shall make available to the Seller, on the site nearby the working zone, sufficient office spaces, equipped with telephone, fax and email facilities.

3.3.5 The Purchaser shall sign - at the latest at the end of the supervision works- the timesheet submitted by the Seller.

4. PRICE and PAYMENT

4.1. The rates payable by the Purchaser are those stipulated in the contract. These rates shall be paid as from the date of departure from the Seller's premises until the date of return, including non-working days, outward and homeward journeys and the time needed for the preparation and the formalities incidental to those outward and homeward journeys.

4.2. Payments relating to the supervision carried out shall be made against monthly invoices. Payment shall be made within 30 days from the date of invoice.

4.3. The following costs and expenses shall be charged separately:

4.3.1 Any travelling expenses incurred by the Seller in respect of his staff and the transport of their equipment and personal belongings.

4.3.2 Catering and accommodation costs.

4.3.3 Necessary daily time of travel spent between the accommodation and working sites if it exceeds half an hour for each way.

4.3.4 Any costs incurred by the Seller in accordance with the contract, in connection with the provision of equipment (including, as the case may be, a charge for the use of the Seller's own heavy equipment).

4.3.5 Any taxes or duties levied on the invoices payable by the Seller in the country where the supervision takes place.

5. SUSPENSION of the SUPERVISION

5.1. The Seller is entitled to suspend the supervision and to withdraw its staff if an invoice is not paid on time or if the Purchaser does not take all the necessary safety and precautionary measures.

5.2. In case of suspension of assembly works due to a cause the Seller is not responsible for:

5.2.1 The Purchaser is entitled to send back the Seller's staff provided that it assumes all the costs resulting there from.

5.2.2 The Seller is entitled to call back its staff - at the Purchaser's sole costs - if the suspension of the assembly works exceeds or is expected to exceed a period of 5 working days.

Should the Seller's staff be sent back or called back, the contract is not terminated; its performance is merely suspended until the Purchaser requests the Seller's staff back with a one month's prior notice or at a date agreed upon.

If the suspension of assembly work exceeds one month, the Seller is entitled to terminate the supervision contract.

6. GUARANTEE and CLAIMS

Product defects shall be governed by Article 7 of the general sales conditions, even if these defects are caused by the Seller during the supervision.