



GENERAL TERMS AND CONDITIONS

SATELLITE DATA

The General Terms and Conditions Satellite Data ("terms and conditions") exclusively apply to all offers, quotations and contracts whereby the limited liability company Flemish Institute for Technological Research ("VITO") located at Boeretang 200, BE-2400 Mol (Register of Legal Entities Turnhout VAT BE 0244.195.916) sells Products (as defined hereinafter) to customer. Conflicting or derogating terms and conditions, including different terms and conditions imposed by customer, will not be binding upon VITO unless VITO and customer have expressly departed from these terms and conditions in writing.

1. Definition

1.1. "customer" means either the person acting in his own name or the legal entity that orders Products from VITO within the context of its professional activity. When product(s) is (are) supplied to a public entity (e.g. governmental agency), customer shall be deemed to be only such part of the public entity as located at the address to which the product(s) is (are) supplied.

1.2. "product" means an extract of a segment (Primary Product) or merged segments (Synthesis Product) as retrieved from the SPOT-VEGETATION instruments.

2. Offer

2.1. All offers made by VITO are non-binding, unless otherwise expressly provided in the offer. The offer made by VITO is based on the information provided by customer. The offers prepared by VITO are based on the information provided by customer. VITO shall be entitled to assume that the information as provided by customer is accurate and complete.

2.2. The information provided in catalogues, advertisements, price lists and brochures shall be understood as being merely a guidelines and VITO is not bound hereby. The information provided therein may be not up to date. Customer is responsible to check such information.

3. Conclusion of contract

3.1. Products may be ordered by customer at the prices, payment and delivery terms established from time to time by VITO.

3.2. Orders shall be made by fax or letter post or on-line, (when available) using the VITO order form. Order will be entertained only when the required information is given in full.

3.3. VITO reserves the right to accept or reject any order from the customer in full or in part. VITO is further entitled to provide partial deliveries.

3.4. A contract between VITO and customer is only deemed to have been concluded if customer issues an order complete in all respects that is accepted by VITO.

3.5. Orders once accepted by VITO cannot be amended or cancelled unless technical problems surface during generation.

4. Price and payment

4.1. The price applicable for each product is the one in effect on the date of order confirmation at VITO. VITO publishes a price list for the products from time to time. The prices are expressed in EURO, including standard packaging (if applicable) but exclusive of any current and future taxes, "ExWorks" (per Incoterms 2000).

4.2. Unless otherwise agreed upon in writing, customer will pay all invoices, without retention, set-off and/or deduction by customer within thirty (30) calendar days date of invoice.

4.3. Failure to pay any amount due shall entitle VITO to charge ipso jure and without any prior notice required, interest on any such overdue amount together with reasonable damages and any costs incurred by VITO in connection with such overdue amount. Such interest shall be calculated at the interest rate defined in the Law of August 2, 2002.

4.4. Any claim relating to an invoice, other than the claim provided in article 6, must be sent to the financial department of VITO by registered mail within five (5) working days of its receipt, which is presumed to be effective three (3) working days after the date of the invoice. After this period, no further claim shall be taken into account. A claim may in no circumstances justify suspension of payment.

5. Delivery – Transfer of Risk

5.1. The products can be delivered by VITO to customer on line or by the physical sending of a CD or DVD medium. Delivery by CD or DVD. The products are delivered Ex Works VITO, Boeretang 200, 2400 Mol (Incoterms 2000). VITO will inform customer in writing that the products are ready for dispatch. VITO shall notify customer in order to give customer the opportunity to take all necessary measures to collect the ordered product(s). Online delivery. After registration at VITO, an electronic message shall be sent to customer to inform customer about the availability of the products and about the deadline within which customer must download the products. Should customer not download the ordered products within the given deadline, VITO shall, upon customer's written request, place the ordered products available back on the delivery server for an additional payment of two hundred (200) EURO for management costs. If Customer should be unable to download the ordered product, VITO shall send, upon request, to customer the ordered products on CD or DVD, as the case may be subject to the conditions detailed in article 5.1 above.

5.2. Unless otherwise agreed upon in writing, the delivery schedule is an estimate only. Failure to deliver within the agreed delivery schedule, for whatever reason, shall not entitle customer to terminate the agreement or to claim liquidated damages. In the event that the delivery of the products is delayed due to circumstances for which customer is responsible, customer shall not be entitled to suspend payment of the price. In such case VITO may store the products at the risk and expense of customer.

5.3. The risks pertaining to the products shall be transferred by VITO to customer upon dispatch of the Products.

6. Complaints and inspection

No complaint related to the quality and/or quantity of products will be entertained unless the complaint is lodged at VITO in writing within thirty (30) days from the date of dispatch of the product. On acceptance of the compliant, product can be returned to VITO after confirmation by VITO. VITO may refuse to accept the compliant as long as customer does not fulfill his obligation. If the rejections are accepted by VITO, all attempts will be made to provide similar/equivalent products. If similar/equivalent products could not be provided, then, the purchase price will be refunded. The replacement or refund shall be customer's exclusive remedy for any delivery or non-delivery of the products.

7. Limited warranty

7.1. VITO shall use all reasonable efforts to satisfy customer's request by delivering products that comply with the accepted order. However, due to the complexity of the products, VITO can under no circumstances warrant that the products are free of bugs, errors, defects and omissions and that the operation of the products will be error-free or uninterrupted nor that all defects will or can be corrected. VITO does not make any warranty as to the results from the usage of the products. VITO's warranty shall, if faulty workmanship is proven be limited either to the replacement of the concerning the defects or the non-conformity of the product delivered must be made in compliance with the deadlines stipulated in 6.

VITO warrants that the media used to carry the product(s) shall be free from defects in materials and workmanship under normal use for thirty (30) days from the date of dispatch to customer. In the event the medium on which the product(s) is (are) delivered are defective as demonstrated by customer and accepted by VITO, VITO shall replace said medium.

7.2. No warranty is given with regard to the defects or deterioration caused by fair wear and tear or by an external accident (erroneous assembly or loading, faulty maintenance, abnormal use...) or by a modification and/or alternations of the products not authorized by VITO. 7.3. VITO has no liability or

responsibility for the fitness of the products for any particular use. VITO shall not be held responsible for any change in the availability of the products. Consequently, customer waives all claims against VITO resulting from any use or planned use of the products.

7.4. IN NO EVENT SHALL VITO BE HELD RESPONSIBLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR LOSS OF DATA? LOSS OF PRODUCTION, LOSS OF REPUTATION OR ANY OTHER ECONOMIC OR FINANCIAL LOSS) ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE TRANSACTION CONTEMPLATED THEREIN FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING STRICT LIABILITY).

VITO shall in no event be liable for any damage or defects that are due to materials or information supplied by customer and/or third parties.

7.5. THE TOTAL CUMULATIVE LIABILITY OF VITO, ITS EMPLOYEES, DIRECTORS AND OFFICERS ARISING FROM OR IN CONNECTION WITH AN ORDER FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (INCLUDING STRICT LIABILITY) SHALL IN NO EVENT EXCEED THE TOTAL PAYMENTS MADE BY CUSTOMER AND RECEIVED BY VITO UNDER THE SAID ORDER;

7.6. Customer shall waive any recourse in case of any claim from a third party arising from or in connection with the order placed by customer and accepted by VITO from any cause whatsoever and customer shall hold VITO harmless in that respect.

8. Granted rights and restrictions

8.1. VITO hereby grants to customer the non-exclusive and non-transferable right to (i) install the products on as many computers located in its premises as needed, including internal computer network (but expressly excluding internet);

(ii) use the products for its own internal purposes;

(iii) to make available the products to consultants and/or subcontractors for purposes directly related to customer's authorized use of the products. Customer agrees to take appropriate action with any person permitted access to products for the purpose of satisfying the obligations as detailed herein, including measures to prevent inadvertent disclosure.

8.2. No other rights than the rights expressly stated herein are granted by VITO to customer with regard to the products.

9. Intellectual Property Rights - Confidentiality

9.1. Customer acknowledges that the products are a special, valuable and unique asset of VITO and that the products are confidential information that is disclosed to customer.

9.2. All intellectual property rights in and to the products belong to VITO (and/or its licensors). The French Space Agency (Centre National d'Etudes Spatiales - CNES) is the sole holder of the copyright on the VEGETATION® data. The products are elaborated from this data. Customer acknowledges the copyrightable character of the products under the legislation and conventions concerning copyrights. Consequently, Customer has no proprietary rights (including ownership of copyright and intellectual property rights) in and to the products.

10. Non-Exclusivity

No customer may claim exclusive use of any products.

11. Termination

11.1. If customer fails to fulfil his obligations arising out of the terms and conditions, VITO shall be entitled without any prior notice to customer (i) to suspend the performance of its obligations and/or (ii) to terminate the supply of Products with immediate effect, whereby VITO will no longer be bound to fulfil any obligation arising from the agreement.

11.2. The articles 7, 9, 11.2 and 13 shall remain in force following such termination. Upon termination, customer will immediately discontinue the use of the products.

12. Force Majeure

VITO cannot be considered to be failing to meet its contractual obligations if these failures are due to the occurrence of a Force Majeure. Force Majeure designates all the occurrences which are beyond

the reasonable control of VITO, of any nature whatsoever, and in particular all breakdowns of a SPOT satellite in activity and/or of another satellite of which VITO distributes the products and/or of the SPOT_VEGETATION system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts or regulations issued by the government, by public, civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the order and would prevent its total or partial execution.

13. Governing law - Disputes

13.1. Any disputes arising hereunder will be submitted to the competent Courts at Brussels (Belgium), where only the English version of these terms and conditions will be applied.

13.2. These terms and conditions are exclusively governed by Belgian law, without reference to its conflict of law principles. defective products or to their refund, with the exclusion of any indemnity or damages. Any claim General Terms and Conditions Satellite Data

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