

1 TERMS AND CONDITIONS OF SALE AND CONTRACT

- 1 Except for a written stipulation to the contrary, these conditions apply to each offer and each agreement (including in the future), are an integral part thereof and prevail over the terms and conditions of the customer by operation of the law. The customer acknowledges that the present conditions, together with the special conditions if any, constitute the full text of the agreement between both parties and that they supersede any prior oral or written contract proposals and/or documents issued by the customer.
- 2 Prices, brochures, catalogues or proposals do not include any binding commitment from our side. An agreement is established only after we have sent an order confirmation in writing.

Except for a written stipulation to the contrary, the prices communicated to the customer are exclusive of all taxes, duties or other charges that may be due by any government.

- 3 The customer is obliged to make available all information that we find necessary to fulfill the assignment given, correctly, punctually, in the desired form and in the desired manner. The customer shall be the sole party who is responsible for the accuracy, completeness and reliability of the information that is made available to us, even if it originate from third parties, insofar as the nature of the assignment does not require otherwise. The extra costs resulting from a delay in the implementation of the contract, due to a failure to make the requested information available or to do so punctually and correctly, will be charged to the customer.
- 4 The delivery terms specified in the special conditions can only be used as an indication and are not strictly binding. Therefore, a delay which is not unreasonable and not exclusively due to our actions cannot result in dissolution of the agreement and/or give rise to any liability for damages. Changes to an order automatically imply that the proposed delivery term will be extended by a reasonable term. Any delays in advance payments are added to the delivery term and may give us the opportunity to suspend the delivery.
- 5 When the customer refuses to accept the delivery, renders delivery impossible for us or substantially slows delivery, we have the right to dissolve the agreement by operation of the law to the detriment of the customer and the customer shall have to pay compensation based on potential damages, with a minimum of 25% of the price excluding VAT. This amount is increased to 65% in case of bespoke products. We reserve the right to claim higher damages by providing evidence thereof.

If a partial delivery has been made when the customer refuses to accept the rest of the delivery, renders further delivery impossible or substantially slows further delivery, we have the right, by notifying the customer by registered mail, to invoice the completed part of the delivery and to dissolve the agreement by operation of the law at the customer's expense for the part that has not yet been delivered.

In such case, the customer shall have to pay a compensation for damages based on potential damages, with a minimum fixed fee of 25% of the price excluding VAT. This amount is increased to 65% in case of bespoke products. We reserve the right to claim higher damages by providing evidence thereof.

- 6 The responsibility and risks of the goods will be transferred to the client from the moment of finalising the agreement.

The goods remain our property until they have been fully paid for. Until that time, the client undertakes not to alienate, to pledge and/or to encumber the goods. If the client, notwithstanding this prohibition, does alienate,



pledge or encumber the goods subject to this prohibition, the claim (related to the sales prices) shall be subject to the property reserve resulting from real subrogation with respect to the third party.

- 7 Except for a written stipulation to the contrary, our invoices are payable at the company's registered office upon delivery, in cash and without any discounts. In case of late payment, a contractual interest of 10% is charged by operation of the law and without notice of default, starting from the expiry date. If the special conditions allow payment in instalments, the outstanding balance, plus the interests and compensation for damages, shall become due and payable immediately if one of the instalments is not paid in a timely manner.
- 8 If payment has not been received on the expiry date, each amount due is increased by 10 % by operation of the law, with a minimum of 125 euros in the context of a contractual damages clause, as a fixed-price compensation for extrajudicial costs.
- 9 Payment without reservation of the whole invoice or a part of an invoiced amount shall be construed as acceptance of the total invoice. Payments on account will always be accepted under all reservations.
- 10 In case of non-payment on the expiry date and following notice of default sent by registered post, we may choose to dissolve the contract by operation of the law at the expense of the customer by sending a notification by registered post to this effect.

In such case, all of our obligations shall expire and we shall recover the merchandise and the goods delivered to the customer in the context of the contracts, wherever they are located, and the customer shall have to pay compensation for damages by operation of the law, with a minimum fixed fee of 25% of the price excluding VAT. This amount is increased to 65% in case of bespoke products. We reserve the right to claim higher damages by providing evidence thereof.

- 11 In case of non-payment on the expiry date, we also reserve the right to cancel or suspend processing of orders which have not yet been delivered. In such case, the customer will be notified by registered post. In case of cancellation, the customer shall have to pay compensation for damages, with a minimum of 25% of the price excluding VAT. This amount is increased to 65% in case of bespoke products. We reserve the right to claim higher damages by providing evidence thereof.

In addition, any amounts due by the customer shall become payable by operation of the law and without notice of default in such case.

- 12 We may exercise a lien over all goods owned by the customer in our possession for any amounts due.
- 13 When objective elements (such as a protested bill of exchange, notice, credit, conservatory or executory attachments, arrears to creditors, etc.) suggest the customer is experiencing liquidity problems, we are entitled to make performance of our obligations depend on the provision of sufficient guarantees.
- 14 The software, programs, modifications, related know-how and intellectual property rights are provided to the customer based on a non-transferable, non-exclusive right of internal use. Any industrial and intellectual property rights shall remain our property, even in case of bespoke products. It is prohibited for the customer to commercialize the software or to have it commercialized.

The customer may only use the software on their premises, where we have installed it and within the limits of the provided right of use. It is prohibited for the customer to translate, edit, recompile or otherwise modify the software without prior written approval. Disassembly, decompilation or reverse engineering of the software is prohibited.

When the use of the software is terminated, the customer shall destroy all copies of the software as well as all related documentation and manuals.



15 Insofar as the delivery has not been accepted explicitly, any complaints on the conformity of the delivery must be sent by registered post to us within three days following delivery and in any case before the goods are commissioned, processed or resold, under penalty of loss of rights. Such notice must state the reasons for the complaint. Complaints on the invoice must be formulated within eight days following the invoice date and sent by registered post, under penalty of loss of rights. Such notice must state the reasons for the complaint.

16 The customer can only claim compensation for hidden defects if the legal requirements are met. No liability for or knowledge of hidden defects can be assumed. For this agreement, the short term mentioned in article 1648 of the Belgian Civil Code is defined as 6 months starting from the delivery date. Each claim for compensation expires when the delivered goods are processed, modified, repaired or resold by the customer or by third parties. Compensation claims for hidden defects cannot be filed by the customer to delay or suspend his payment obligations.

Our warranty is a personal obligation towards the customer. If the customer transfers the goods and services to third parties, such third parties cannot file warranty claims directly with us.

17 Our liability, for any reason, is always limited to direct and foreseeable damage to the goods delivered or the services invoiced, and cannot be higher than the amounts invoiced. We are never responsible for production losses, loss of profit, data deletion or any direct or indirect damage or loss suffered by the customer. This includes, without limitations, loss of profit, increase of general expenses, disruption of planning, loss of revenue or of customers or savings. The customer shall hold us harmless from all claims exceeding this limit filed by third parties with respect to the deliveries made.

18 In case of an "external cause" (art. 1147 of the Belgian Civil Code), we have the right to suspend or unilaterally cancel our obligations by operation of the law after notifying the customer thereof, even when this does not result in permanent and/or complete impossibility to perform the obligations. As a result, we are not liable for any damages in this regard.

In the context of the present agreement, the following are examples of "external causes": war, strike or lock-out, exceptional shortage of raw materials or goods, weather conditions, fire, natural and/or other disasters, decisions by the government affecting performance of obligations; this includes causes affecting us and our suppliers.

19 The customer shall remain severally and jointly liable for all payments and obligations, even if the customer has requested to draw up invoices to third parties.

20 In case of a dispute, only the courts of the judicial district of our registered office have jurisdiction *ratione loci*, unless we choose to bring the dispute before the competent courts according to article 624 of the Belgian Judicial Code. This jurisdiction clause also applies in case of urgency (e.g. interlocutory proceedings).

21 These terms and conditions are governed by Belgian law, with the exception of the Vienna convention.

22 In the event of a dispute concerning the interpretation of these terms and conditions, the Dutch text always prevails.

23 If an article from these terms and conditions would be found invalid, this will not affect the validity of the remaining articles which will remain in force.

