

General Sales Terms Ceratec

Article 1. Definitions

- 1.1. Supplier : Ceratec SA, rue du Touquet 228, B-7783 Ploegsteert (Le Bizet), CBE 0428.822.152 (RLP Hainaut, Division Tournai).
- 1.2. Buyer: The company that is the co-contractor of the Supplier.
- 1.3. General Conditions: The present general conditions of sale.
- 1.4. Contract: The contract between the Supplier and the Buyer, including the General Conditions.
- 1.5. Party: The Supplier or the Buyer, jointly referred to as the "Parties".

Article 2. General provisions

- 2.1. These General Conditions shall apply to all offers, quotations, documents and contracts concluded with the Supplier. Amendments shall only be valid if they are explicitly accepted by the Supplier in writing beforehand.
- 2.2. The conditions contained in any document of the Buyer (e.g. invoice, order, etc.) are excluded.
- 2.3. In the event of any contradiction between the Contract and the General Conditions, the provisions of the Contract shall prevail.
- 2.4. If one or more provisions of these General Conditions are null or void, the other provisions of these General Conditions shall remain in full force and effect. The Parties shall then agree on new provisions to replace the null or void provisions, as close as possible to the original provision.
- 2.5. Conduct and/or use that differs from these General Conditions, even repeatedly, does not entitle a Party to rely on them and does not constitute a vested right for it.

Article 3. Offers and orders

- 3.1. All offers and quotations are without obligation and are valid for the period indicated. The Contract is only concluded when the Supplier accepts an order in writing.
- 3.2. The delivery times in the offers and order confirmations are indicative. Exceeding these deadlines does not entitle the Buyer to termination or compensation.
- 3.3. The prices stated in the offers are exclusive of VAT, other taxes and fees as well as transport and packaging costs, unless otherwise expressly stated.
- 3.4. The price of a grouped order is not divisible and does not oblige the Supplier to deliver a part of the goods mentioned in the offer or quotation at a corresponding part of the price indicated.
- 3.5. The conditions of a previous offer do not automatically apply to subsequent orders.
- 3.6. Weights, dimensions, capacities and all data contained in offers, catalogues, brochures, advertisements or price lists are only indicative. The Supplier shall only be bound by the specifications contained in the order confirmation.
- 3.7. The Supplier shall not be bound by any sample or model which is shown or supplied to the Buyer.
- 3.8. Additional work to the Contract must be reported at the time of execution, by e-mail or in a work sheet, and is accepted unless the Buyer objects in writing within 8 working days.

Article 4. Delivery

- 4.1. The delivery of the goods is "ex Works" (Incoterms 2020), place of manufacture, unless otherwise agreed. All delivery costs (transport, insurance, customs, etc.) shall be borne by the Buyer.
- 4.2. The Buyer is bound to accept the goods at the time when the Supplier delivers them or causes them to be delivered, or at the time when they are made available to him in accordance with the Contract.
- 4.3. In case of delivery to a construction site, the Buyer is responsible for unloading the goods. He shall take all necessary measures to ensure that this can be done as soon as possible after his arrival. Any delay in this respect shall be at the Buyer's expense. The building sites are supposed to be easily accessible for heavy transports. Any damage, however great, caused by our transport, resulting from a site that is difficult to access, shall be borne exclusively by the Buyer. If the unloading of materials is to take place by occupying the public domain, the Buyer is obliged at his own expense to apply for and obtain the necessary permit and to provide the necessary signs.
- 4.4. The risk in the goods shall pass to the Buyer at the moment the goods leave the Supplier's premises, even if the goods are partially delivered or have to be installed by the Supplier or if the shipping costs are included in the price or if the goods are transported by the Supplier.
- 4.5. If the Buyer refuses to take delivery or fails to provide the necessary information or instructions for delivery, the goods will be stored at the Buyer's expense and risk.
- 4.6. If the goods have to be stored, maintained or secured by the Supplier due to a delay in delivery or non-recovery of the goods attributable to the Buyer, the Supplier shall be entitled to charge all costs incurred. These costs will then be invoiced separately to the Buyer.
- 4.7. The delivery period shall begin as soon as the Supplier has all the data required for the delivery.

- 4.8. The Supplier is entitled to deliver the goods in parts, unless otherwise agreed or the part has no independent value. The Supplier shall be entitled to invoice the goods delivered in this way separately.

Article 5. Examination and delivery

- 5.1. The Buyer must examine the conformity of the goods delivered at the time of delivery.
- 5.2. Any visible defect or deficit must be notified to the Supplier in writing within 48 hours of delivery. Invisible defects or deficit must be reported within 5 days of their discovery, but no later than 3 months after delivery.
- 5.3. Disputes under this article shall not suspend the Buyer's obligations under the Contract.
- 5.4. If the Supplier is himself responsible for the installation of the goods/works, the necessary acceptance tests may be carried out when the assembly is completed in order to determine whether the goods/works meet the contractual delivery requirements. This acceptance may take place at the Supplier's premises or at the place of installation. The Buyer shall bear the costs of carrying out the acceptance tests and the final adjustments of these tests.
- 5.5. The goods/works shall in any event be deemed delivered when: (i) the acceptance tests have been successfully completed or the Buyer has approved the goods/works; (ii) the works are commissioned by the Buyer. If the Buyer puts part of the goods/works into use, that part shall be deemed to have been delivered; (iii) 30 days after completion of delivery or installation if the acceptance test has not been carried out; (iv) the Buyer does not fulfil his obligations to provide facilities for carrying out the acceptance tests and (v) the Buyer does not approve the works because of minor defects or missing parts which do not prevent the goods/works from being put into use.

Article 6. Performance of the Contract

- 6.1. The Supplier shall perform the Contract to the best of its ability and in accordance with good practice. The Supplier shall have the right to transfer or subcontract its rights and obligations under the Contract to third parties without the prior written consent of the Buyer.
- 6.2. The Buyer shall provide the Supplier in good time with all information necessary for the proper performance of the Contract. Failing this, the Supplier shall be entitled to suspend the performance of the Contract and/or to charge the Buyer the additional costs resulting from the delay, in accordance with the usual rates. In the event of delay due to non-compliance with the obligations set out in this article, such an extension of the delivery and performance period shall be permitted.
- 6.3. If it has been agreed that the Contract will be executed in phases, the Supplier may suspend the execution of the parts belonging to a later phase until the Buyer has approved in writing the results of the previous phase.
- 6.4. If support or maintenance services are required in connection with the goods, a separate maintenance contract must be concluded.
- 6.5. The Buyer shall provide easy and safe access to its facilities for the Supplier's personnel. The Supplier's staff and subcontractors shall be able to start work upon arrival at the installation site and work at any time without delay or interruption during normal working hours and, in addition, outside normal working hours if the Supplier deems it necessary. The Buyer shall not exercise any authority as employer over the Supplier's employees and subcontractors.
- 6.6. The workplace must be accessible at all times for personnel, materials and equipment. From the start and during assembly, the goods supplied must be present in the right place.
- 6.7. Necessary utilities as well as fuels, oils and greases, cleaning and other small equipment, compressed air and lighting must be available to the Supplier.
- 6.8. The workplace must be secure, lockable and comply with the regulations on safety and well-being at work.
- 6.9. The Supplier shall not contribute to the payment of the joint site costs, unless this has been expressly agreed.
- 6.10. The Supplier shall clean up its packaging and waste provided that the necessary containers are made available for this purpose. Packaging and waste are never taken back.

Article 7. Payment

- 7.1. Payment must be made in euros within 15 days of the invoice date and in accordance with the instructions on the invoice. Disputes about the amount of the invoices or the goods delivered do not suspend the obligation to pay.
- 7.2. After the expiry of the payment period, the Buyer shall automatically be liable, without notice of default, to pay interest on arrears at a rate of 1% per month, as well as to pay a fixed compensation of 15% of the total amount due, with a minimum of EUR 200, without prejudice to the costs to be incurred for further collection (e.g. collection costs).
- 7.3. Without prejudice to article 14.2 of these General Conditions, in the event of non-payment of an invoice on the due date, all outstanding invoices and claims against the Buyer shall become payable by operation of law and without prior notice of default.

7.4. Any dispute regarding an invoice must be addressed to the Supplier in writing within 15 working days of the invoice being sent. In the absence of a timely objection, the Buyer shall be deemed to have definitively and irrevocably accepted the invoice and the goods and services mentioned therein.

Article 8. Guarantee

- 8.1. The Supplier guarantees that the goods delivered comply with the product specifications indicated in the product description and are free of hidden defects.
- 8.2. A guarantee of 1 year or 2,160 hours of operation (whichever comes first) will be given on the work and/or goods supplied from the date of first commissioning or final invoice (whichever comes first), without the guarantee period being longer than that of the suppliers, subcontractors or producers of materials or parts. These periods are available on first request. The period may not be extended by any intervention pursuant to this article.
- 8.3. If the delivered goods are not in conformity, the Supplier shall, at its discretion, replace or repair the goods within a reasonable period of time after receipt of a written notice of defect by the Buyer. In case of replacement, the Buyer shall return the goods to be replaced to the Supplier without delay.
- 8.4. Normal wear and tear, misuse or abuse by the Buyer, force majeure or if the Buyer or third parties have made changes or attempted to make changes to the goods without the Supplier's written consent or have used them for purposes for which the goods are not intended, shall not give rise to the guarantee provided for in this clause.
- 8.5. In the case of goods from third parties, only the guarantee conditions of the third party shall apply.

Article 9. Price changes

The prices indicated in the offers, whether unit prices or fixed prices, are established based on the tariffs, official rates, salaries and social charges in force at the date of the establishment of the offer. They may be revised by the Supplier at any time, even without the prior consent of the Buyer. The revision is based on the formula $p = P \left(0,4 \frac{s}{s} + 0,4 \frac{l}{l} + 0,20 \right)$, according to which:

- p = the revised price
- P = the base price
- S = average hourly wage in force on the date of commencement of work to which the payment/invoice relates, plus % social security and insurance charges.
- s = same as average hourly wage in force 10 days before the date of signing the contract.
- l = index, based on the annual consumption of the most used materials and raw materials by the construction company, in the month preceding the date of commencement of the work to which the payment/invoice relates.
- i = same index as for the calendar month prior to the conclusion of the contract.

Article 10. Amendment to the Contract

- 10.1. If, in the course of the performance of the Contract, it becomes apparent that, for the sake of proper execution, it is necessary to amend and/or supplement the work to be carried out, the Parties shall adapt the Contract in good time and in consultation.
- 10.2. The Buyer acknowledges that any amendment to the Contract may affect the time, price or quality of performance. The Supplier shall inform the Buyer as soon as possible.
- 10.3. The Supplier shall not charge any additional costs if the amendment or supplement is attributable to him.

Article 11. Confidentiality and data protection

- 11.1. The Supplier and the Buyer shall treat as confidential all information and data - including, but not limited to, installation, commissioning and operating instructions, plans, drawings and calculations - of which they become aware in the course of their business relationship and which are characterised as confidential or are to be regarded as confidential due to the circumstances of their disclosure and - unless necessary to achieve the purpose of the Contract - they shall not store such information, pass it on to third parties or use it in any other way. Relevant employees and third parties must comply with this obligation accordingly. The confidentiality obligations contained herein shall terminate 3 years after the end of the Contract.
- 11.2. The installation, commissioning and operating instructions, plans, drawings and calculations provided are confidential and intended for personal use and may not be distributed in whole or in part. They remain the property of Ceratec. Packaging will not be taken back.
- 11.3. If the Supplier acts as a data controller for its customers' personal data, it will process them in accordance with its privacy policy.

Article 12. Retention of title

- 12.1. All goods delivered by the Supplier shall remain the property of the Supplier until the Buyer has fulfilled all payments and/or other obligations arising from all contracts concluded with the Supplier.
- 12.2. The Buyer may not pledge or encumber in any way the goods subject to the retention of title.
- 12.3. If third parties attach the goods delivered under retention of title or wish to establish or assert rights over them, the Buyer shall (i) inform the Supplier immediately and (ii) notify the third parties attaching the goods that the goods are the property of the Supplier.

12.4. Until full payment has been received, the Buyer shall keep the goods in a safe place and separate them from all other goods of the Buyer or of any third party in such a way that they are immediately recognisable as the property of the Supplier. The Buyer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make the insurance policy available to the Supplier on request.

- 12.5. Goods delivered by the Supplier and subject to retention of title may only be resold in the course of normal business activity. They may not be used as a means of payment or as security. If the goods subject to retention of title are resold by the Buyer, the Supplier's claim is automatically assigned to the claim for the price of the goods sold by the Buyer. The Buyer hereby assigns to the Supplier any claim arising from the sale of the goods not paid for under retention of title.
- 12.6. In the event that the Supplier wishes to exercise its rights of ownership referred to in this article, the Buyer hereby gives unconditional and irrevocable authorisation to the Supplier or to third parties designated by the Supplier to enter all premises where the Supplier's goods are located and to take back the goods in question.

Article 13. Return of goods made available

If the Supplier has made goods available to the Buyer in connection with the performance of the Contract, the Buyer is bound to return the goods so delivered within 14 days of the performance of the Contract in their original condition, free of defects and in their entirety. If the Buyer does not fulfil these obligations, all costs and damages resulting therefrom shall be borne by the Buyer.

Article 14. Cancellation, suspension and termination

- 14.1. Any cancellation of an order must be made in writing. If the Buyer cancels an order, it must pay the following cancellation fee: (i) in case of cancellation before the execution of the order: 20% of the total amount of the order; (ii) in case of cancellation after the execution of the order: the actual damage plus 20%. The Supplier reserves the right to prove the actual loss by all legal means if it is higher than this. The cancellation costs due shall always be at least equal to the amount already invoiced.
- 14.2. The Supplier reserves the right to suspend the execution of the Contracts in progress until full payment, without prejudice to the right to compensation. This suspension shall take effect from the date of notification by the Supplier to the Buyer and shall last by right until the date of full payment of the unpaid invoices. Suspension for late payment shall not release the Buyer from its obligations under the Contract.
- 14.3. Without prejudice to any other right of either Party, including but not limited to its right to compensation, either Party shall have the right to terminate the Contract in writing at the expense of the other Party, without prior judicial intervention, in the following situations (i) in the event of non-payment of two consecutive invoices without valid reason; (ii) in the event of any other breach by that Party of its obligations under the Contract which is not remedied by the Buyer within 14 days of receipt of the registered letter; or (iii) in the event of bankruptcy, dissolution, liquidation, suspension of payments, withdrawal or suspension of any licence, change of ownership or control of the other Party, or in the event of a serious deterioration in solvency of the other Party.
- 14.4. In any case where the Contract is terminated due to the Buyer's breach of article 14.3 (i) and (ii), the Buyer acknowledges and agrees that the damage suffered by the Supplier shall be assessed at a flat rate of 20% of the value of the Contract concerned, payable within 8 days of the termination of the Contract, without prejudice to the Supplier's right to prove and claim a higher damage.

Article 15. Liability

- 15.1. If the goods delivered by the Supplier are defective, the Supplier's liability to the Buyer shall be limited to the remedies referred to in article 8.3 of the General Conditions.
- 15.2. The Supplier's liability shall at all times be limited to a maximum of 10% of the value of the Contract concerned (excluding VAT and costs), without this amount exceeding the total amount covered by the Supplier's insurance policy.
- 15.3. The Parties shall never be liable for indirect damages, including consequential damages, loss of profit, loss of production, lost savings or damages due to business interruption.
- 15.4. The Supplier shall not be liable for damage of any kind caused by the fact that the Supplier has relied on incorrect and/or incomplete data or information provided by the Buyer.
- 15.5. Nothing in these General Conditions shall be construed as relieving the Supplier from liability for gross negligence or wilful misconduct on its part or on the part of its agents.
- 15.6. The Buyer guarantees the Supplier against all claims of third parties who suffer damage in connection with the performance of the Contract and who are attributable to the Buyer.
- 15.7. The Buyer guarantees the Supplier against claims by third parties relating to intellectual property rights in materials or data supplied by the Buyer which are used in the performance of the Contract.

Article 16. Force majeure and unforeseen events

- 16.1. All cases of force majeure traditionally recognised as such by Belgian jurisprudence, including, but not limited to, natural disasters or other

disasters such as epidemics and pandemics, nuclear accidents, fires, floods, earthquakes, wars, riots, sabotage or revolution, which prevent one of the Parties from fulfilling its contractual obligations, shall give the other Party the right to suspend its contractual obligations for as long as the force majeure lasts, or give one of the Parties the right to terminate the Contract if the force majeure lasts for more than 60 days. The Parties acknowledge that, in principle, a payment obligation cannot be suspended for reasons of force majeure.

- 16.2. In the event of unforeseen events not attributable to the Supplier, which make the performance of its obligations more costly or difficult and/or lead to an unavoidable change in the contractual situation, so that the performance of the Contract becomes unfair, the Parties undertake to renegotiate the terms and conditions of sale in order to agree on the necessary fair adjustments within 30 days.

Article 17. Intellectual property rights

- 17.1. The Supplier retains the copyright and all intellectual property rights to any documents, technical descriptions, plans, drawings, models, samples or photographs produced by him, irrespective of whether the Buyer has been charged for their production. Such documents and information, as long as they are not made public by the Supplier without the Supplier's prior written consent, may not be copied, used for purposes other than those for which they are intended or shown to third parties and must be returned to the Supplier immediately on request.
- 17.2. Any breach of this article by the Buyer shall give rise to a flat-rate compensation equal to 10% of the price of the goods or services, without prejudice to compensation for proven higher damages.

Article 18. Publicity

- 18.1. The Buyer gives the Supplier permission to use pictures or videos of the goods delivered to and/or installed at the Buyer for: (these are given purely by way of example) general information, presentations, advertising purposes, publication at the Suppliers' website, publication in leaflets, etc.
- 18.2. The Supplier has the right to place an advertising hoarding at the Buyers' site during the assembly period.

Article 19. Poaching

- 19.1. The Buyer undertakes not to employ members of the Supplier's staff during the cooperation and for a period of 2 years after completion.
- 19.2. In the event of a breach of this provision, the damage is fixed at two years' gross salary of the staff member concerned.

Article 20. Applicable law and dispute resolution

- 20.1. Only the court in the place where the Supplier has its registered office shall be entitled to hear disputes relating to the Contract. Nevertheless, the Supplier has the right to bring the dispute before the competent court in accordance with the law.
- 20.2. The Parties shall only resort to the courts after having made every effort to settle a dispute by mutual agreement.
- 20.3. All contracts between the Supplier and the Buyer are governed by Belgian law. The Vienna Sales Convention (1980), the Convention on the Limitation Period (1974) and the Protocol on the Limitation Period (1980) of the United Nations are expressly excluded.

END

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