

## **General sales Terms and conditions of delivery**

### **Article 1: Prices**

- 1.1. In the absence of written agreement to the contrary, the prices operated by BM Europe N.V. (hereafter: BME) are given in euros and are net prices based on delivery FCA, Incoterms. Regardless of delivery location, prices are exclusive of VAT and other duties, exclusive of the costs of assembly and commissioning, and exclusively of the costs of non-standard packaging.
- 1.2. In the event of changes to cost price factors for BME (such as for example the price of resources, salaries or social charges), BME reserves the right to adjust the price accordingly.
- 1.3. BME is authorised to index prices annually.
- 1.4. For orders with an invoice value lower than EUR 300.00 excluding VAT, BME is authorised to charge administration fees. BME determines the amount of these fees in a reasonable manner.

### **Article 2: Delivery and risks**

- 2.1. In the absence of written agreement to the contrary, delivery times are indicative and BME is not bound to them. Exceeding them cannot under any circumstances lead to liability, an obligation to pay damages on the part of BME, or a termination of the agreement.
- 2.2. BME reserves the right to deliver in batches that will be invoiced separately.
- 2.3. Without prejudice to article 1.1 of these general terms and conditions, delivery of the goods happens "Free Carrier" (FCA - Incoterms 2010).

### **Article 3: Payment**

- 3.1. Invoices issued by BME must be paid net and without any discount or setoff, by depositing the payable amount or transferring it to a bank account designated by BME within thirty (30) days of the invoice date. The value day indicated in the bank statements is determinative and is therefore regarded as the date of payment. Bank charges are borne by the Customer.
- 3.2. In the absence of payment on the due date, the Customer shall, as required by law and without any notice of default (i), pay interest which is calculated based on the interest rate of the law of 2 August 2002 against late payment in commercial transactions, as well as (ii) a fixed compensation amounting to 10% of the outstanding invoice amount - with a minimum of EUR 40 - for its own recovery costs, without prejudice to BME's right to additional compensation for all other actual recovery costs which exceed that fixed amount and which arose from the late payment, including the litigation cost determined by the Judicial Code.

### **Article 4: Retention of title**

- 4.1. All of the goods that BME has delivered remain the property of BME until the Customer has remitted full payment of all costs owed by the Customer to BME under this or any other related contract, including interest and costs, even if it has been contractually agreed that they are to be assembled by BME at the location of the Customer or his client.
- 4.2. While waiting for the transfer of ownership of the delivered goods, the Customer is authorised to dispose of the goods in the context of his normal business operations. The Customer cannot, however, hand over the goods to a third party, unless under the suspensive condition of the transfer of ownership from BME to the Customer.
- 4.3. For as long as they are not being used, the Customer is obliged to clearly separate the delivered goods from other goods until their ownership has been transferred.

### **Article 5: Modifications and cessation of the manufacture of goods and services**

BME is permitted at its own discretion to modify the quality or specifications of its Goods and to cease the manufacture of one or more types of Goods. If in the opinion of BME, the modification referred for above leads to a material change in the performance of the Goods in question, BME will notify its Customer of this in writing within thirty (30) calendar days, after which the Customer will have the right to dissolve the contract to which these general terms and conditions apply within a period of fourteen (14) days.

### **Article 6: Assembly/installation work**

- 6.1. If assembly/installation work has been agreed, the Customer will be responsible to BME for the correct and timely implementation of all fittings, facilities and/or conditions needed for (setting up and safely carrying out) the assembly work.
- 6.2. Notwithstanding the provisions of paragraph 1, the Buyer will ensure in a timely manner and at its own expense and risk that:
  - a. BME is given free access and the opportunity to properly carry out the agreed work during normal working hours and, if considered necessary by BME, outside of normal working hours;
  - b. earthworks, paving, pile driving, demolition, foundation, concrete, carpentry and upholstering work or other accompanying works are ready so that the location is easily accessible and the systems are clean and undamaged;
  - c. auxiliary, hoisting and/or lifting equipment is available for moving objects that cannot reasonably be carried by two people;
  - d. scaffolds, racks and ladders are available and erected;
  - e. fuels and resources such as compressed air, gas, water, electricity, supply/discharge pipes required to carry out the work, as well as for any testing and commissioning work, and the switching and security equipment and cables for the electrical motors and/or other electrical equipment are available in the right places to BME;
  - f. for the duration of the work and in its immediate vicinity, a dry, heated, lit and separately lockable room of sufficient size is made available to BME as accommodation for the workers and for the storage of the materials being processed, tools and private property of the employees; and
  - g. connections, rights and permits are applied for in good time and the amounts owed in that regard are paid.
- 6.3. Damage and costs incurred due to failure to meet the conditions set out in the previous paragraph or failing to meet these in time shall be at the expense of the Customer.

### **Article 7: Deviations regarding the product and quantity**

BME is permitted to apply a limited deviation with regard to colour, quantity, size, weight or (shore) hardness of Goods unless specific agreement to the contrary has been made in the agreement.

### **Article 8: Disputes and objections - Time limits**

- 8.1. All possible objections to order confirmations must be submitted in writing by the Customer no later than eight (8) days after receipt of the documents referred to. The Customer waives his right to dispute the order confirmation after the expiry of this period.
- 8.2. All possible objections or disputes of invoices must be submitted in writing by the Customer no later than thirty (30) days after the invoice has been issued. The Customer loses the right to dispute the invoice after the expiry of this period.

8.3. Without prejudice to Article 10, the Customer must inspect the delivered performances and/or goods received from BME for errors and defects immediately after execution or receipt. The Customer must inform BME in writing of the existence of errors or visible defects, within a period of five (5) days from the delivery. Failing to do so will result in the Customer losing any right of recourse for such faults or defects (whether it concerns the repair of the goods, the obtaining of any compensation, or the dissolution of the agreement). In any event, the disconnecting, adjusting, processing, installation, trading, modification or repair of the delivered goods by the Customer will render any claim inadmissible.

### **Article 9: Indemnity**

- 9.1. Goods with a hidden defect will be repaired or replaced at the latest at the latest twelve (12) months after delivery - at BME's discretion - under the following cumulative conditions:
  - a. The Customer must demonstrate that the defects arise only from construction faults or from any hidden defects existing at the time of delivery and not from the use of the goods or any other cause.
  - b. The Customer must demonstrate that he has used and maintained the goods in a normal manner.
  - c. The Customer must inform BME in writing of the existence of the hidden defect within a period of five (5) days from the determination of the defect. Failing to do so will result in the Customer losing any right of recourse (whether it concerns the repair of the goods, the obtaining of any compensation, or the dissolution of the agreement).
  - d. The disconnecting, adjusting, processing, installation, trading, modification or repair of the goods by the Customer will render any claim inadmissible.
- 9.2. This warranty excludes any other warranty that can legally be waived, whether legal, contractual, or resulting from use.

### **Article 10: Liability**

- 10.1 BME can be held liable exclusively for losses leading to death or injury or damage to goods as a result of a non-conformity that can be attributed to BME. The liability of BME is further limited to an amount equal to the total invoice value of the deliveries and/or orders of BME to the Customer in the calendar year preceding the loss, up to a maximum of € 100,000.00 (one hundred thousand euros) per occurrence or series of related occurrences.
- 10.2 The Customer indemnifies BME against claims of third-parties concerning the services and/or goods delivered by BME to the Customer, insofar as these claims and claims exceed the liability/guarantee of BME in accordance with the present conditions.

### **Article 11: Right to return**

With the exception of the cases described in articles 8.3 and 9, returns will be accepted by BME only provided that:

- a) BME has approved the return in writing in advance;
- b) this is done carriage paid and with reimbursement of costs;
- c) the goods are stock or standard goods;
- d) the request for a return was made within the first six (6) weeks after the delivery of the goods;
- e) the returned Goods do not amount to more than 10% of the amount of the original delivery.

### **Article 12: Termination, dissolution and suspension**

- 12.1 BME is authorised to terminate, dissolve or suspend execution of the agreement with immediate effect in full or in part - without legal intervention or any notice of default being required - and without prejudice to the remaining rights of BME (to demand compliance or compensation for damages), if:
  - a) The Customer dies, applies for suspension of payment, applies for bankruptcy, is declared bankrupt or requests admission to the statutory debt management scheme, or any other similar procedure;
  - b) the Customer fails to meet any obligation by law or under these conditions;
- 12.2 If an agreement is dissolved in full or in part by BME, the Customer will be obliged to pay compensation for all costs or loss of profits relating to the dissolved agreement.
- 12.3. Should any events, irrespective of the will of BME, make the performance of such obligations impossible or unreasonably serious, BME retains the right not to execute and/or terminate the agreement unilaterally upon written notice, without obligation to pay compensation.

### **Article 13: Limitation**

All legal claims of the Customer against BME expire after a period of six (6) months from the occurrence of the right of action.

### **Article 14: Intellectual property rights**

- 14.1. BME is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third-parties are infringed by the goods, models and drawings received from suppliers and/or Customers via BME or third-parties via them, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain Goods supplied by BME. The Customer indemnifies BME against all claims made against BME in that regard, including all claims of clients of the Customer.
- 14.2. In cases where BME processes the Customer's goods, BME will be deemed to be the maker of that work within the meaning of the Copyright Act and/or as the party entitled to the relevant intellectual property rights.
- 14.3. In the absence of written agreement to the contrary, BME holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued. Complete or partial redistribution of BME trade documentation, whether or not in electronic form, such as price lists, brochures, folders, images, tables or technical data is prohibited without BME's written consent. In addition, the instructions provided by BME for installation, commissioning and use are confidential and intended for personal use. They may not be distributed in whole or in part.

### **Article 15: Applicable law and competent court**

- 15.1. All offers of and agreements with BME will be governed exclusively by Belgian law, without prejudice to the applicability of the United Nations Convention of 11.04.1980 concluded in Vienna (CISG).
- 15.2. All disputes regarding agreements to be entered into or which have been entered into with BME, including agreements arising from them or regarding these general terms and conditions themselves will be referred for adjudication to the competent courts of the judicial district of Brussels.

### **Article 16: Compliance**

The Customer (a) represents and warrants to BME that it is (a) not subject to any trade sanctions imposed by the US, EU, and/or UN, and (b) shall comply with (and not engage any activity, practice or conduct which would constitute an offence under) all applicable laws, statutes, regulations, and codes, including those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the goods sold to it by BME, and (ii) anti-bribery and anti-corruption. The Customer will provide evidence of compliance with the foregoing as BME may reasonably request from time to time.