

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY AND INSTALLATION OF MECHANICAL, ELECTRO-TECHNICAL AND ELECTRONIC PRODUCTS

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INTRODUCTORY PROVISION

1. Valtech NV and its affiliated companies agree to develop, sell, deliver and install the Products at the agreed Contract Price, provided that the Client accepts these General Terms and Conditions. These General Terms and Conditions apply to all sales, including electronically placed orders. If a separate agreement is mutually agreed upon and signed, this agreement shall take precedence over these General Terms and Conditions. All conditions proposed by the Client are null and void and without effect.

DEFINITIONS

2. In these General Terms and Conditions, the following terms are defined as stated below:
 - **“Contractor”**: Valtech NV, with its registered office at Krommebeekstraat 41, 8930 Menen, Belgium, and registered in the Crossroads Bank for Enterprises under number 0466.148.445, and all its affiliated companies.
 - **“Contract”**: the Written agreement in the form of a Purchase Order, Order Confirmation or other, between the parties regarding the delivery of the Product and the execution of the Work and all attachments, including amendments to and additions to the said documents agreed In Writing;
 - **“Contract Price”**: the price agreed for the Work. This is a fixed price or, if the parties have expressly agreed on a price revision clause, the revised price. ;
 - **“Services”**: all services performed by the Contractor that do not fall under the Product or the Work, including but not limited to advice, support, interventions, repairs, maintenance and other similar activities, regardless of the time or manner of payment.
 - **“Gross Negligence”**: intentionally or recklessly failing to exercise the care that is clearly required

given the circumstances to prevent serious consequences for the other party;

- **“Written/In Writing”**: communication in the form of a document signed by both parties or in the form of a letter, electronic mail, fax and other means agreed upon by the parties;
- **“Product”**: the items to be delivered under the Contract, including software and documentation;
- **“Location”**: the place where the Product is to be installed, including the space required for unloading, storage and local transport of the Product and of the installation materials;
- **“Work”**: the Product, installation of the Product and all other work to be performed by the Contractor pursuant to the Contract. If the Work is purchased in various parts pursuant to the Contract, and these parts are intended to be used independently of one another, these terms and conditions shall apply to each individual part. The term “Work” then refers to the relevant part.

PRODUCT INFORMATION/INSTRUCTIONS

3. Information and specifications included in general product documentation and on price lists, regardless of their form, are binding only to the extent that they are expressly included in the Contract by Written reference.
4. The Contractor shall provide, free of charge, the information, drawings and instructions that the Contractor deems necessary for the commissioning, use and maintenance of the Work. A digital version of such information, drawings and instructions is provided, and, at the request of the Client, one paper copy. The Contractor is not obliged to provide production drawings of the Product or of spare parts.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5. All intellectual property rights applicable to the Work, including software incorporated therein, and

to the technical information about the Work, shall be vested in the Contractor or, where applicable, in a third party authorized by the Contractor to grant sub-licenses for these rights. Without prejudice to any limitations agreed upon by the Contractor and the third party, the Client acquires a non-exclusive, non-time-restricted and transferable right to exercise these intellectual property rights, but only to the extent necessary for the purpose of the Contract. The Contractor is not obliged to provide the Client with the source code or updates for processed software, unless this has been expressly agreed In Writing or is required by law.

This article also applies if the Work and/or software has been developed specifically for the Client, unless otherwise agreed In Writing.

6. Technical, commercial and financial information and information designated as confidential or which, by its nature, must be considered confidential, disclosed In Writing or verbally by one party to the other party, shall be treated as confidential. The information is therefore not used for any purpose other than that for which it was made available without the Written consent of the disclosing party. It may not be transferred, communicated, or otherwise disclosed to a third party without the Written consent of the disclosing party.

The Client acknowledges that any actual or alleged infringement of the Contractor's intellectual property rights may cause serious and potentially irreparable harm. Without prejudice to any other rights of the Contractor, such infringement may give rise to appropriate legal measures, including a claim for injunctive relief and/or damages. All reasonable costs related to the protection and enforcement of these rights, including attorneys' fees, court costs and expert fees, shall be borne by the infringing party.

FACTORY ACCEPTANCE TESTS

7. Unless otherwise agreed, the factory acceptance tests provided for in the Contract shall be performed at the production site at the Contractor's premises during normal working hours.

If no technical requirements are specified in the Contract, the tests shall be carried out in accordance with general practice in the relevant sector of industry in the country of production.

8. The Contractor shall notify the Client In Writing of these tests in a timely manner, so the Client can be represented during the tests. If the Client is not represented, the test report shall be sent to the Client and considered an accurate representation.
9. If tests reveal that the Product is not in conformity with the Contract, the Contractor shall remedy any defect without delay in order to bring the Product into conformity with the Contract. At the request of the Client, new tests shall then be performed, unless the deficiency was of minor importance for the proper functioning of the Product.
10. Except for the costs of test material supplied free of charge by the Client, the Contractor shall bear all costs of tests performed prior to shipment of the Product. However, the Client shall bear all travel and accommodation expenses of those representing it during these tests.

PREPARATORY WORK AND WORKING CONDITIONS

11. The Contractor shall provide drawings regarding the method of installation of the Product in a timely manner, together with all information required for the construction of suitable foundations, for providing access to the Product and the necessary equipment at the Location, and for laying the necessary connections to the Work.
12. The Client shall carry out timely preparatory work to ensure that all conditions to enable the installation of the Product and the proper functioning of the Work are fulfilled. This does not relate to preparatory work that must be provided by the Contractor pursuant to the Contract.
13. The preparatory work referred to in Article 12 shall be carried out by the Client in accordance with the drawings and information provided by the Contractor pursuant to Article 11. The Client shall in any case ensure a structurally sound foundation. If the Client is responsible for transporting the Product to the Location, it shall ensure that the

Product is at the Location before the agreed date for the commencement of the installation work.

14. The Client ensures that the following conditions are met:

- a) The Contractor's personnel can commence the work according to the agreed schedule and can work during normal working hours. To the extent the Contractor deems it necessary, it may also perform work outside normal working hours, but on the basis of the prior Written agreement between the parties regarding the exact date and time;
- b) He has informed the Contractor In Writing, in good time prior to the commencement of installation, of all relevant safety regulations applicable at the Location to be observed by the Contractor's personnel. No installation shall be carried out in an unhealthy or unsafe environment. Before the start of installation, all necessary safety and precautionary measures shall be taken and these shall be maintained during the period of the Work;
- c) The Contractor's personnel can obtain decent accommodation in the vicinity of the Location and can make use of hygiene facilities and medical services in accordance with internationally customary standards;
- d) He shall make available to the Contractor at the Location, free of charge and in a timely manner, all necessary cranes, lifting equipment, equipment for on-site transport, auxiliary equipment, machines, operating materials (including fuels, oils, greases, gas, water, electricity, steam, compressed air, heating, lighting), as well as the Client's measuring and testing equipment available at the Location. The Contractor shall provide a Written specification of its requirements in this regard no later than one month prior to the agreed date for the commencement of the installation work;
- e) He makes sufficient office space available to the Contractor at the Location free of charge which, to the extent necessary, is equipped with a sound and adequately secured digital infrastructure and Internet facilities;
- f) He makes sufficient storage space available to the Contractor free of charge for protection against theft, loss, damage and deterioration of the Product, of the tools and equipment intended for installation, and of the personal belongings of the Contractor's personnel;

- g) the access roads to the Location are suitable for the necessary transport of the Product and the Contractor's equipment;
 - h) All necessary permits and other official approvals for the execution of the installation work are available, insofar as these can be obtained exclusively by the Client. The Contractor provides support by supplying the information and documentation that the Client reasonably requests to obtain these permits and approvals.
- 15.** Upon timely request by the Contractor, the Client shall make available to the Contractor, free of charge, the labor and operating personnel specified in the Contract or that may reasonably be required for the purpose of the Contract. The persons made available by the Client pursuant to this article use their own tools. The Contractor is not liable for this labor made available by the Client or for any act or omission of the persons involved.
- 16.** If the Contractor so requests, the Client shall provide, free of charge, all necessary assistance for the import and re-export of the Contractor's equipment and tools, including assistance with customs formalities.
- 17.** The Client shall provide all necessary assistance free of charge to ensure that the Contractor's personnel obtain visas and other official entry, exit, and work permits and (if necessary) tax documentation required in the Client's country, as well as access to the Location, in a timely manner.
- 18.** No later than upon notification by the Contractor that the Product is ready for shipment from the place of production, each party shall appoint In Writing a representative to act on its behalf during the work at the Location.

The representatives shall be present at or near the Location during working hours. Unless otherwise stated in the Contract, each representative shall be authorized to act on behalf of the respective party in all matters relating to the installation work. If these General Terms and Conditions require that Written notice be given, the representative is at all times authorized to receive such notice on behalf of the relevant party.

CLIENT'S DEFAULT

19. If the Client expects that it shall not be able to take delivery of the Product on the agreed delivery date or to fulfill its obligations regarding the execution of the installation in a timely manner, such as the conditions referred to in Articles 12-17, he shall notify the Contractor immediately In Writing, stating the reasons and, if possible, the time at which it shall be able to fulfill its obligations.

20. Without prejudice to the Contractor's rights pursuant to Article 21, the following shall apply if the Client fails to take delivery of the Product on the agreed delivery date or fails to correctly and timely fulfill its obligations for the execution of the installation, such as the conditions referred to in Articles 12-17:

- a) The Contractor may, if desired, choose to fulfill the Client's obligations itself or have them fulfilled by a third party, or take other measures that are appropriate given the circumstances to prevent or limit the consequences of the Client's default.
- b) The Contractor may suspend its performance of the Contract in whole or in part. It informs the Client without delay and In Writing of this suspension.
- c) If the Product has not yet been delivered to the Location, the Contractor shall arrange for the storage of the Product, at the risk of the Client. If the Client specifically requests this, the Contractor shall also arrange for insurance of the Product up to and including the transfer of ownership of the Product.
- d) The Client shall pay any part of the Contract Price that would have become due without this default.
- e) The Client shall reimburse the Contractor for all costs arising from parts a) or c) and for all other costs reasonably incurred by the Contractor as a result of the Client's default.

21. If acceptance is prevented by default on the part of the Client, as referred to in Article 20, and this is not the result of a circumstance mentioned in Article 72, the Contractor may also set a final reasonable period (with a maximum of three months) In Writing for the Client to remedy the Client's default.

If the Client does not remedy its default within this period and this is not the result of a reason attributable to the Contractor or of a circumstance referred to in Article 72, the Contractor may terminate the Contract in whole or in part by means of Written notice. The Contractor shall then be

entitled to compensation for the damage it suffers due to the Client's default, including any consequential and indirect damage. The compensation shall not exceed that portion of the Contract Price which relates to the part of the Work for which the Contract is terminated.

LAWS, REGULATIONS AND RULES

22. The Contractor shall ensure that the Work is performed and is in accordance with the laws, regulations and rules applicable to the Work. If the Contractor requires this, the Client shall provide the necessary information In Writing regarding these laws, regulations and rules.

23. The Contractor shall carry out all modification works necessary to comply with changes in the laws, regulations and rules, as referred to in Article 22, or in their generally accepted interpretation, that occur between the quotation date and the moment of acceptance. The additional costs and other consequences of these changes shall be borne by the Client, including the modification work.

24. The Contractor shall be paid for all time spent and for all costs incurred for changes to the Work at its customary rates and prices. Before implementing the changes, the Contractor sends the Client an estimate of the effects in terms of time and costs.

CHANGES

25. As long as the Work has not been accepted, the Client is entitled to request changes to the scope, design and construction of the Work.

26. Requests for change shall be submitted to the Contractor In Writing and shall contain an accurate description of the change.

27. As soon as possible after receipt of a request for change, the Contractor shall inform the Client In Writing whether the change can be implemented and, if so, send the Client a quotation stating the consequences for the Contract Price, the acceptance period and other terms of the Contract. The quotation states the deadline for its acceptance.

If the Contractor's offer is not accepted by the final acceptance date, the performance of the Contract

shall continue without the application of the requested change.

TRANSFER OF RISK

- 28.** The risk of loss or damage to the Product passes to the Client subject to the agreed trade condition, which is established in accordance with the INCOTERMS^{®1} that apply on the day of conclusion of the Contract. If no specific trade condition has been agreed, delivery of the Product shall take place Free Carrier (FCA) at the place where the Product is produced. If, in the case of Free Carrier delivery, the Contractor undertakes the shipment of the Product to the Location at the request of the Client, the risk shall nevertheless pass to the Client as soon as the Product has been handed over to the first carrier.

The Client bears the exclusive responsibility for taking out and maintaining adequate (fire) insurance with respect to the Work and the building in which the Work is located, from the transfer of risk in accordance with Article 28 and at least until the transfer of ownership to the Client in accordance with this article.

The risk of loss or damage to all items that do not form part of the Work rests with the Client.

However, loss or damage to the Work is at the risk of the Contractor if and to the extent that this is due to the negligence of the Contractor.

Partial deliveries are permitted, unless otherwise agreed In Writing.

ON-SITE ACCEPTANCE TESTS

- 29.** After the Work is completed, unless otherwise agreed, on-site acceptance tests will take place to determine whether the Work meets the contractual requirements for acceptance.

The Contractor shall notify the Client In Writing that the Work is ready for acceptance. In this notification, the Contractor states a date for on-site acceptance tests, which allows the Client sufficient

time to prepare for these tests and to be represented at these tests.

The costs of on-site acceptance tests are payable by the Client. However, the Contractor shall bear the costs of its own personnel and of its other representatives.

- 30.** The Client shall make available free of charge energy, lubricants, water, fuel, raw materials and other items required for the on-site acceptance test and for the final adjustments for these tests. It furthermore installs the necessary equipment and makes the necessary employees and other support available for the execution of the on-site acceptance tests, all of which is always free of charge.
- 31.** If, after the notification referred to in Article 29, the Client fails to fulfill its obligations under Article 30 or otherwise prevents the on-site acceptance tests, the tests shall be deemed to have been successfully performed on the date specified in the Contractor's notification prior to the commencement of on-site acceptance tests.
- 32.** The on-site acceptance tests are performed during normal working hours. If no technical requirements are specified in the Contract, the tests shall be carried out in accordance with general practice in the relevant sector of industry in the Client's country.
- 33.** The Contractor shall prepare a report of the on-site acceptance tests, which shall be sent to the Client. If the Client was not represented at the tests, despite the notification referred to in Article 29, the test report shall be considered by the Client to be an accurate representation.
- 34.** If on-site acceptance tests reveal that the Work is not in conformity with the Contract, the Contractor shall remedy the defects as soon as possible. If the Client requests this immediately In Writing, new tests shall be carried out in accordance with Articles 29-33, unless the defect does not affect the proper functioning of the Work.

¹ <https://customsclearance.nl/en/knowledge-base/incoterms/>

ACCEPTANCE

35. Acceptance of the Work is deemed to take place, subject to the conditions in Article 47, and:
- a) if the on-site acceptance tests have been successfully completed or are deemed to have been successfully completed in accordance with Article 31;
 - b) if the parties have agreed that no on-site acceptance tests will be performed, as soon as the Client receives Written notice from the Contractor that the Work has been delivered, unless the Client substantiates within seven days of such notice that the Work is not in conformity with the acceptance requirements applicable under the Contract.

Minor shortcomings that do not affect the functioning of the Work shall not obstruct acceptance.

The Contractor's obligation to install the Product at the Location is fulfilled if the Work has been accepted pursuant to this Article 35, without prejudice to its obligation to remedy any minor defects.

36. The Client is not entitled to use the Work or any part thereof prior to acceptance. If the Client does so without the Contractor's Written permission, the Work shall be deemed to have been accepted. The Contractor is then released from its obligation to perform on-site acceptance tests.
37. The period referred to in Article 54 shall commence as soon as the Work has been accepted in accordance with Article 35 or 36. Upon Written request from the Contractor, the Client shall provide a statement regarding the time at which acceptance took place. If the Client fails to comply with this, it shall have no consequences for acceptance pursuant to Articles 35 and 36.

CONTRACTOR DELAY

38. The delivery period commences as soon as the Contract is entered into and all agreed conditions which the Client must first satisfy, such as official formalities and payments and securities due upon the conclusion of the Contract, have been fulfilled. The stated delivery times are merely indicative and therefore not binding. Delay in delivery does not constitute a right to compensation or interest unless formally agreed otherwise. In the event of force

majeure (including strikes, interruptions, or delays in the supply of raw materials), the delivery time shall be suspended by operation of law, and the buyer may not claim compensation.

39. If the Contractor anticipates that it cannot fulfill its obligations in connection with acceptance before or on the agreed date for acceptance, it shall notify the Client thereof immediately In Writing, stating the reason and, if possible, the date on which acceptance can be expected.
40. The Contractor is entitled to extend the period for acceptance if a delay occurs:
- a) due to one of the circumstances referred to in Article 72, or
 - b) due to modification works pursuant to Article 23, or Articles 25-27, or
 - c) due to suspension pursuant to Articles 20, 46 or 75, or
 - d) due to an act or omission of the Client or any other circumstance attributable to the Client.

This extension is for as long as necessary, taking all relevant circumstances into account. This provision applies regardless of whether the cause of the delay occurs before or after the agreed acceptance date.

SERVICES

41. Unless expressly agreed otherwise, the Services performed by the Contractor shall be compensated on the basis of time and costs. The following items are charged separately on the Contractor's invoice:
- a) all reasonable travel expenses incurred by the Contractor for its personnel and for the transport of their equipment and personal belongings, according to the mode and class of travel specified in the Contract, insofar as the Contract provides for the latter;
 - b) accommodation expenses and other costs of living, including appropriate allowances for the Contractor's personnel for each day of absence from home, including days not worked and public holidays. The daily allowances are also payable during incapacity for work resulting from illness or an accident;
 - c) the time worked, which is calculated on the basis of the number of hours as approved by the Client as evidenced by the time sheets signed by it. Special rates are charged for

overtime, work on Sundays and public holidays and night work. The rates stated in the Contract shall apply or, failing that, the customary rates charged by the Contractor. The hourly wage includes normal wear and tear on the Contractor's tools and light equipment, unless otherwise provided;

- d) the time required for:
 - the preparation and formalities for the outward and return journeys of the Contractor's personnel,
 - the outward and return journeys and other journeys to which the personnel are entitled pursuant to applicable laws, regulations or collective agreements in the Contractor's country,
 - the daily journey of the Contractor's personnel between their place of residence and the Location, if and to the extent that this travel time, one way, exceeds half an hour and no suitable accommodation closer to the Location is available;
- e) all expenses incurred by the Contractor in accordance with the Contract to provide equipment, including the necessary spare parts and an amount for the possible use of heavy equipment by the Contractor;
- f) all taxes or levies on the invoice that must be paid by the Contractor in the country where installation takes place;
- g) all costs which could not reasonably have been foreseen by the Contractor and which are caused by a circumstance that is not attributable to the Contractor;
- h) all additional costs resulting from the applicability of mandatory social law rules in the country of the Client;
- i) all costs, expenses, and time spent resulting from additional work not attributable to the Contractor.

If these costs are time-related, they shall be charged at the customary rates charged by the Contractor.

PAYMENT

- 42.** The payment terms, including but not limited to payment deadlines, any advance payments, interim invoicing and installments, shall be determined exclusively in the offer and/or the Contract.

Payment is due within seven (7) days of the invoice date, unless a different payment term is expressly stated on the invoice.

- 43.** If installation takes place for a fixed price, all costs listed below are deemed to be included in the Contract Price:

- a) all reasonable travel expenses incurred by the Contractor for its personnel and for the transport of their equipment and personal belongings, according to the mode and class of travel specified in the Contract, insofar as the Contract provides for the latter;
- b) accommodation expenses and other costs of living, including appropriate allowances for the Contractor's personnel for each day of absence from home, including days not worked and public holidays. The daily allowances are also payable during incapacity for work resulting from illness or an accident;
- c) the time worked, which is calculated on the basis of the number of hours as approved by the Client as evidenced by the time sheets signed by it. Special rates are charged for overtime, work on Sundays and public holidays and night work. The rates stated in the Contract shall apply or, failing that, the customary rates charged by the Contractor. The hourly wage includes normal wear and tear on the Contractor's tools and light equipment, unless otherwise provided;
- d) the time required for:
 - the preparation and formalities for the outward and return journeys of the Contractor's personnel,
 - the outward and return journeys and other journeys to which the personnel are entitled pursuant to applicable laws, regulations or collective agreements in the Contractor's country,
 - the daily journey of the Contractor's personnel between their place of residence and the Location, if and to the extent that this travel time, one way, exceeds half an hour and no suitable accommodation closer to the Location is available;

All additional costs are deemed not to form part of the Contract Price and are therefore charged separately, in particular:

- e) all taxes or levies on the invoice that must be paid by the Contractor in the country where installation takes place;
- f) all costs which could not reasonably have been foreseen by the Contractor and which are caused by

a circumstance that is not attributable to the Contractor;

- g) all additional costs resulting from the applicability of mandatory social law rules in the country of the Client;
- h) all costs, expenses, and time spent resulting from additional work not attributable to the Contractor.

If these costs are time-related, they shall be charged at the customary rates charged by the Contractor.

- 44.** If a delay in installation occurs due to a cause not attributable to the Contractor and not resulting from one of the circumstances referred to in Article 72, the Client shall indemnify the Contractor for any additional costs arising therefrom, such as, but not limited to:

- a) waiting time and time for extra journeys;
- b) costs and additional work resulting from the delay, including removal, securing and set-up of installation equipment;
- c) additional costs, including costs incurred because the Contractor's business equipment must remain present at the Location longer than expected;
- d) additional travel and accommodation expenses for the Contractor's personnel;
- e) additional costs for financing and insurance;
- f) additional costs for project management;
- g) other proven costs incurred by the Contractor as a result of the delay.

If these costs are time-related, they shall be charged at the customary rates charged by the Contractor.

- 45.** Regardless of the method of payment, payment shall not be deemed to have been made until the amount due has been irrevocably credited to the Contractor's account.

- 46.** If the Client has not paid on an agreed date, the Contractor is entitled to interest from the day the amount becomes due and payable, and to reimbursement of collection costs. The interest rate is as agreed by the parties or otherwise 8 percentage points higher than the interest rate applied by the Central European BankBank

to the main refinancing operations (MRO). The reimbursement of collection costs amounts to 1 percent of the amount (with a minimum of EUR 2,500, adjusted to the health index)² (commencement date 01/01/2026) on which interest for late payment becomes due.

In the event of late payment or if an agreed security is not provided by the Client at the agreed time, the Contractor may, after Written notice to the Client, suspend the performance of the Contract until it has received payment or, if applicable, until the Client has provided the agreed security.

If the Client fails to pay the amount due within three months, the Contractor has the right to terminate the Contract by Written notice to the Client and, in addition to interest and reimbursement of collection costs pursuant to this article, is entitled to compensation for the costs and damage incurred.

TERMINATION

- 46 bis** In the event of complete or partial cancellation or termination of the Contract by the Client without any attributable failure on the part of the Contractor, all advances already invoiced shall remain definitively secured by the Contractor. If the direct and indirect damage suffered by the Contractor as a result of the cancellation or termination, of whatever nature, including work already performed, commitments entered into, costs incurred, loss of turnover and other actual losses suffered, exceeds the advances already invoiced, the Contractor reserves the right to claim compensation for the full damage he has suffered.

Without prejudice to Articles 21 and 46, the Contractor has the right to terminate the Contract in whole or in part by means of Written notice if the Client fails to pay an advance due, is bankrupt or applies for proceedings of judicial restructuring or liquidation, if his assets are seized, if he fails to fulfill a contractual obligation, or if it is clearly evident from the circumstances that he will not fulfill his obligations. In that case, the Contractor is entitled to fixed compensation equal to 40% of the

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<https://statbel.fgov.be/nl/themas/consumptieprijnsindex/gezondheidsindex>

Contract Price, unless the actual damage suffered is higher, in which case the Contractor may claim compensation for higher damage.

RETENTION OF TITLE

47. The Product remains the property of the Contractor until full payment for it has been made, including payment for the installation.

At the request of the Contractor, the Client shall cooperate in taking measures to protect the Contractor's property title to the Product.

The retention of title does not affect the transfer of risk pursuant to Article 28.

LIABILITY FOR DAMAGE BEFORE ACCEPTANCE

48. The Contractor is solely liable for damage to the Client's property occurring prior to acceptance of the Work, if it is proven that such damage is attributable to the Contractor or to anyone for whom the Contractor is responsible in connection with the performance of the Contract. However, the Contractor shall under no circumstances be liable for production losses, lost profits, or any other consequential or indirect damage.
49. If the Contractor is not liable for damage to the Work, the Client may require the Contractor to remedy the damage, but at the Client's expense.

LIABILITY FOR DEFECTS

50. The Work must be in accordance with the Contract. The Contractor is obliged to remedy any defect in or non-conformity of the Work (hereinafter referred to as "defect(s)") arising from faulty design or material or from poor workmanship, in accordance with this article and Articles 51-65.
51. The Contractor is not liable for defects arising from a design, materials, or production methods stipulated or specified by the Client.
52. The Contractor is liable only for defects occurring under conditions of use provided for in the Contract and under correct use of the Work.
53. The Contractor is not liable for defects caused by circumstances occurring after the transfer of risk to the Client, for example, defects resulting from poor

or incorrect maintenance or repair by the Client, or modifications carried out by the Client or by a third party at the request of the Client. The Contractor is likewise not liable for normal wear and tear and deterioration in quality.

54. The Contractor's liability is limited to defects in the Work that occur within one year of acceptance. If the extent of use of the Work exceeds what was agreed, this period shall be reduced proportionally. In the event of a delay in acceptance for reasons attributable to the Client, the Contractor's period of liability for defects shall not be extended beyond 18 months after delivery of the Product, subject to the provisions of Article 55.

55. After the removal of a defect in a part of the Work, the Contractor shall be liable for defects in the repaired or replaced part for a period of one year, under the same conditions as for the original Work. For the other parts of the Work, the period referred to in Article 54 shall be extended only by the duration and to the extent that the Work could not be used due to the defect.

The Contractor shall be liable for defects in any part of the Work for a maximum period of one year from the end of the liability period referred to in Article 54 or from the end of any other liability period agreed upon by the parties.

56. The Client shall notify the Contractor In Writing as soon as possible of any defect that occurs. The report contains a description of the defect. In any event, this notification must be made no later than two weeks after the period referred to in Article 54 or the period extended pursuant to Article 55, if applicable.

If the Client fails to report a defect to the Contractor In Writing within the time limits specified in the first paragraph of this article, it shall forfeit its right to have the defect remedied and any other claim relating to the defect.

If the defect may cause damage, the Client shall report this immediately In Writing to the Contractor. The Client bears the risk of damage to the Work resulting from its failure to give such notice. The Client shall take reasonable measures to limit the damage as much as possible and shall act in this

regard in accordance with the Contractor's instructions.

57. As soon as the Contractor receives a notification pursuant to Article 56, it shall remedy the defect at its own expense and as soon as possible, in accordance with Articles 50-65. The timing of the repair work shall be chosen in such a way that the Client's activities are not unnecessarily impeded.

Repair work shall be carried out at the Location, unless the Contractor deems it more appropriate, in view of the interests of both parties, that the defective part or the Product itself be sent to it or to a destination designated by it.

For repair work at the Location, Articles 14-17 and 48 apply by analogy.

If the defect can be remedied by replacement or repair of the relevant part and de-installation and re-installation of that part do not require special knowledge, the Contractor may require that the relevant part be sent to it or to a destination designated by it. In that case, the Contractor has fulfilled its obligations with respect to the defect by supplying a properly repaired part or a replacement part to the Client.

58. The Client shall, at its own expense, ensure safe access to the Work and the possible temporary shutdown of business equipment other than the Work, to the extent necessary to remedy the defect.
59. Unless otherwise agreed, the necessary transport of the Product or parts thereof to the Contractor and back, for the removal of defects for which the Contractor is liable, shall be at the Contractor's expense and risk. The Client must observe the Contractor's instructions regarding this transport.
60. Unless otherwise agreed, the Client shall bear the additional costs incurred by the Contractor in remedying the defect due to the Work being situated at a place other than the Location. The shipping costs of these parts are payable by the Client.
61. Defective parts that were replaced are made available to the Contractor and become its property.

62. If, following the notification provided for in Article 56, no defect is found by the Client for which the Contractor is liable, the Contractor shall be entitled to reimbursement of the costs incurred by it as a result of this notification.

63. If the Contractor fails to fulfill its obligations under Article 57, the Client may set a final reasonable period in a Written notice for the Contractor to fulfill its obligations, which period shall not be shorter than one week.

If the Contractor fails to fulfill its obligations within this final period, the Client may carry out the necessary repair work itself or have it carried out by a third party at the Contractor's expense and risk, provided that the Client or third party does so in a professional manner.

If repair work was successfully carried out by the Client or by a third party, the Contractor is discharged from all liability for the said defect upon reimbursement of the reasonable costs incurred by the Client.

64. If the defect is not successfully remedied, as stipulated in Article 63:
- a) the Client is entitled to a reduction of the Contract Price in proportion to the decrease in value of the Work, provided that this reduction shall in no case exceed 15 percent of the Contract Price, or
 - b) if the defect is so serious that it substantially deprives the Client of the benefit of the Contract for the Work or a substantial part thereof, the Client may, by Written notice to the Contractor, terminate the Contract for the part of the Work that cannot be used in the manner intended by the parties due to the defect. In that case, the Client shall be entitled to compensation for the damage incurred, including all consequential and indirect damage, up to a maximum of 15 percent of the portion of the Contract Price relating to the part of the Work for which the Contract is terminated.
65. Except as provided in Articles 50-54, the Contractor is not liable for defects. Therefore, the Contractor is not liable for any other damage resulting from the defect, including loss of production, lost profits and other indirect damage. This limitation of the

Contractor's liability does not apply in the event of Gross Negligence.

LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

66. Unless otherwise agreed and pursuant to this Article and Articles 67-70, the Contractor is liable to the Client for infringement by the Work of patents, copyrights, or other third-party intellectual property rights in the country where the Location is situated. In that event, the Contractor shall indemnify the Client and hold the Client harmless against third-party claims, provided that such claims have been confirmed by a judgment against which no further appeal is possible or in a settlement approved by the Contractor. However, the Contractor is not liable for production loss, loss of profit, reduction of usability, and loss of contracts of the Client, unless the Contractor has been guilty of Gross Negligence.

67. The Contractor is not liable for an infringement of intellectual property rights arising from:

- use of the Work outside the country where the Location is located;
- use of the Work other than agreed or in a manner which the Contractor could not have foreseen;
- use of the Work in combination with equipment or software not supplied by the Contractor; or
- a design or construction stipulated or specified by the Client.

68. The Contractor is liable only if the Client informs the Contractor In Writing as soon as possible of claims received by the Client, as referred to in Article 66, and allows the Contractor to decide on the handling of the claim.

Defense against claims referred to in Article 66 shall be at the expense of the Contractor. The Contractor shall reimburse the Client for all amounts the latter must pay pursuant to a judgment against which no further appeal is possible or pursuant to a settlement approved by the Contractor.

69. Infringement of intellectual property rights shall be remedied, at the Contractor's option, by:

- obtaining the right for the Client to use the Work;
- modifying the Work in such a way that there is no longer any infringement; or

- replacing the Product with another product that can be used without infringing applicable intellectual property rights.

70. If the Contractor does not remedy the infringement as soon as possible in accordance with Article 69, Articles 63-65 shall apply.

ASSIGNMENT OF LIABILITY FOR DAMAGE CAUSED BY THE WORK

71. The Contractor is not liable for any damage to property caused by the Work after acceptance while the Work is in the possession of the Client. Furthermore, the Contractor is not liable for damage to products manufactured by the Client or to products of which the Client's products form part.

In the event of the Contractor's liability towards a third party for damage to property described in the previous paragraph, the Client is obliged to indemnify, provide legal assistance, and hold the Contractor harmless.

If a third party brings a claim for compensation described in this article against one of the parties, the latter party shall immediately notify the other party In Writing thereof.

The Contractor and the Client are mutually obliged to appear before the judicial or arbitration body handling a claim for damages brought against either party on the basis of damage allegedly caused by the Work. However, liability between the Contractor and the Client shall be settled in accordance with Article 77.

The limitation of the Contractor's liability arising from the first paragraph of this article shall not apply if the Contractor has committed Gross Negligence.

FORCE MAJEURE

72. Each party has the right to suspend the fulfillment of its obligations under the Contract to the extent that such performance is prevented or rendered unreasonably burdensome by force majeure, being one of the following circumstances: labor disputes and any circumstance beyond the control of the parties, such as fire, war, extensive military mobilization, insurrection, requisition, seizure,

embargo, restrictions on the use of energy, currency and import or export restrictions, epidemics, natural disasters, extreme natural phenomena, acts of terrorism, as well as defects or delays in deliveries by suppliers resulting from any of the circumstances mentioned in this article.

A circumstance referred to in this article, regardless of whether it occurs before or after the conclusion of the Contract, gives the right to suspension only if its consequences for the performance of the Contract could not have been foreseen at the time of the conclusion of the Contract.

73. The party invoking force majeure must immediately notify the other party In Writing of the occurrence and cessation of such circumstance. If a party fails to make this notification, the other party is entitled to reimbursement of its additional costs which it could have avoided had it received the said notification.

If force majeure prevents the Client from fulfilling its obligations, the Client shall reimburse the costs incurred by the Contractor for the storage, securing, and protection of the Work and for preventing unreasonable disruption of the Contractor's other activities.

74. Notwithstanding any other consequences that may arise from these General Terms and Conditions, each party has the right to terminate the Contract by giving Written notice to the other party if the

performance of the Contract is suspended for more than six months pursuant to Article 72.

ANTICIPATED NON-FULFILLMENT

75. Each party has the right to suspend the performance of its obligations under the Contract if it is clear from the circumstances that the other party will not fulfill its obligations. A party that suspends the performance of the Contract shall immediately give Written notice thereof to the other party.

CONSEQUENTIAL DAMAGE

76. Unless otherwise stated in these General Terms and Conditions or in the event of Gross Negligence, a party shall not be liable to the other party for loss of production, lost profits, reduction of usability, loss of contracts, or for any consequential or indirect damage whatsoever, regardless of whether the damage was foreseeable.

DISPUTES AND APPLICABLE LAW

77. All disputes arising from or related to the Contract shall be settled in the first and final instance in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these arbitration rules.
78. The Contract is subject to the substantive law of the Contractor's country, in particular Belgian law.