

GENERAL CONDITIONS FOR the HIRE of SERVICES and the PURCHASE of GOODS

D'IETEREN AUTOMOTIVE SA/NV
Maliestraat 50, 1050 Brussels
CBE 0466.909.993

Hereinafter referred to as the "General Conditions"

Art. 1 DEFINITIONS

In these General Conditions, the following terms and expressions must be understood as follows:

Agreement: the document describing the Services agreed upon between Customer and Supplier, to which these General Conditions apply.

Auxiliary: any natural or legal person charged by a Party, debtor of a contractual obligation, to perform all or part of this obligation, whether he or she performs this obligation for its own account and in its name or on behalf and in the name of the debtor. This includes: employees, subcontractors, service providers, directors (legal or de facto), representatives, independent workers, and others.

Confidential Matters: all information (including Personal Data) about its relationship with the Customer that comes to the Supplier's knowledge in any way, among which the Agreement itself - and any Information Asset.

Customer: D'Ieteren Automotive SA/NV, or any member of the Group which is signatory to the Agreement.

Deliverables: the result of the Services to be delivered by the Supplier pursuant to the Agreement.

Employees: the employees, partners, directors and/or the agents who, within the framework of the performance of the Services, will be deployed by and work under the responsibility and the authority of a Party, and/or the independent consultants and/or subcontractors who, within the framework of the performance of the Services, work under the responsibility of the Party.

Goods: movables purchased in the framework of this Agreement.

Group: the group of companies D'Ieteren Automotive SA/NV belongs to. The notion of Group shall be interpreted in accordance with the Belgian law.

Information Asset: everything that contains information which provides value to the Customer's Group, including software; hardware; services; facilities; infrastructure; outsourced services; captured and tacit knowledge of employees, customers or business partners; data and

information (incl. Personal Data) stored in highly-structured databases; data and information (incl. Personal Data) stored in textual form and in less-structured databases such as messages, e-mail, workflow content and spreadsheets; information (incl. Personal Data) stored in digital and paper documents; purchased content; public content from the Internet or other sources.

Intellectual (Property) Rights: (a) copyrights, patents, database rights and rights relating to trade marks, designs, know-how and trade secrets (whether or not registered); (b) applications for registration, and the right to apply for a registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection that exist anywhere in the world.

Materials: the means necessary for the performance of the Services: methods, assets and goods used and consumed during the performance of the Services.

Normal Business Hours: from 09.00 to 17.00 hours on a Working Day.

Party (Parties): Supplier and/or Customer.

Personal Data: as defined in GDPR: any information relating to an identified or identifiable natural person ('Data Subject'). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

Privacy Protection Law: all rules applicable in Belgium with regard to the privacy, confidentiality and security of Personal Data.

Service Levels: the targeted levels of performance of the Services as set out in the Agreement.

Services: the entirety of the works which are performed by the Supplier in the framework of this Agreement.

Source Code: the technical information and documentation required to enable the Customer to fully and easily exploit, in whole or in part, the Deliverables (including adaptation, incorporation within another software or tool, and interoperability with other software) independently from the Supplier.

Specific Developments: all documents, reports, software, tools, data, databases, as well as methodologies, know-how and concepts which the Supplier creates specifically for the Customer within the framework of the performance of the Services.

Standard Works: all documents, reports, software, tools, databases, as well as methodologies, know-how and concepts which the Supplier uses within the framework of the performance of the Services and which are the property of the Supplier, its Employees or one of its possible subcontractors, or which are the property of third parties.

Supplier: the vendor, the service provider or the contractor entering into an Agreement with the Customer.

Working Day: all days of the week except for Saturdays, Sundays, Belgian public holidays, and (sector-based) holidays which are applicable to the Customer.

Art. 2 APPLICABILITY

These General Conditions are applicable to contracts for the hire of Services and the purchase of Goods by the Customer. The general (sales or contracting) conditions of the Supplier shall not be applicable. Any stipulation or condition with respect hereto, mentioned in invoices, correspondence or any other documents issued by the Supplier will be considered to be non-existent and may not be invoked against the Customer. In this respect, the acceptance and/or the performance of any purchase order from the Customer shall – in as far as the Supplier had the opportunity to consult the General Conditions – constitute irrefutable proof that the Supplier agrees without reserve with present General Conditions.

Deviations from these General Conditions are valid only if and insofar these deviations are agreed upon explicitly and in writing. If Parties agree in writing to make contradictory clauses to these General Conditions, these General Conditions shall for the rest remain into force, even if this is not expressly stated.

Art. 3 ASSIGNMENT

The Parties are not allowed to assign the Agreement to third parties in whole or in part, except with the prior written consent of the other Party. The Customer shall however have the right, at any time, to assign the Agreement to another company in the Group, in whole or in part, or any of its rights or obligations there under without the Supplier's prior written consent.

Art. 4 CHANGES TO THE AGREEMENT

All changes to the Agreement shall be made in writing and must be signed by each of the Parties.

Art. 5 INDEPENDENCE OF THE SUPPLIER

The Supplier shall provide the Services under the Agreement on a fully independent and autonomous basis. The Supplier shall neither have the right nor the authority to enter into express or implied commitments on behalf of or on the account of the Customer. He shall also not have any authorisation to represent the Customer in any manner whatsoever, unless he has express written authorisation to do so.

The Supplier and Suppliers' Employees shall perform the Services without any relationship of authority and subordination with the Customer.

The Services rendered by the Supplier shall in no case be considered as the provision or supply of personnel nor shall include the provision of any temporary staff.

Art. 6 RESPONSIBILITIES OF THE SUPPLIER

The Supplier warrants that the Services to be provided by it or on its behalf and the Deliverables will comply with the agreed

specifications and Service Levels as stipulated in the Agreement. In case of non-compliance, Supplier will take all necessary actions to remedy at its expense the situation within a reasonable period of time and shall inform Customer accordingly.

The Supplier declares that he fulfils its obligations concerning NSSO, VAT and taxes. Any fines, penalties or other sanctions resulting from non-fulfilment of the aforementioned obligations shall be payable exclusively by the Supplier, who shall completely indemnify the Customer in this respect.

Art. 7 SUBCONTRACTING

The Supplier is not allowed to entrust part of the Services to third party subcontractors of its choice, unless duly authorized in writing by the Customer.

In the event of subcontracting, the Supplier shall remain the only responsible Party towards the Customer for the fulfilment of all obligations arising from the Agreement, and be the single point of contact for the Customer.

Art. 8 THE SUPPLIER'S EMPLOYEES

The Supplier shall bring in the necessary Supplier's Employees (including its organisation's technical and managing staff) for the provision of the Services.

The Supplier is responsible for educating and informing the Supplier's Employees.

The Supplier's Employees must have the required training and skills for the correct performance of the Agreement; if not, the Customer may request their substitution.

The Supplier undertakes to strictly observe the obligations concerning the well-being of the Supplier's Employees in the performance of the Services, as applicable within the Customer's company.

There will be no hierarchical relationship between the Customer and the Supplier's Employees. By virtue of Article 21 of the Programme Law of 27 December 2012, the Customer may give the Suppliers' Employees instructions regarding: the safety and health of the Employee, compliance with a method; compliance with quality standards; mandatory use of the Customer's hardware; times/periods of service provision; the location/site where services are performed; the documents and tools to use for tracking work, the reports/time sheets; regular meetings; the organisation of communication between the Customer and the Supplier via the contact persons representing them.

Art. 9 PROVISION OF NECESSARY PARTS, MATERIALS AND PRODUCTS FOR THE PERFORMANCE OF THE SERVICES

The Supplier will at its own expense provide all parts, Materials and products necessary for the performance of the Services under its responsibility. All necessary parts, Materials and products must comply with the professional standards required within the scope of the provision of Services which is the object of the Agreement. All Materials shall be of premium quality and free of defects. The Supplier must, if requested, give proof of origin. The necessary parts, Materials and products shall remain under the supervision and at the risk of the Supplier until the moment of acceptance of the Services.

Even prior to payment, they will systematically become the Customer's property at the moment of their incorporation. If, during the Services, environmentally damaging substances, means and/or methods are applied without being explicitly recorded in the Agreement, the Supplier will inform the Customer thereof prior to the performance of the Services. The Customer has the right to prohibit their use. If, during the fulfilment of its contractual obligations, the Supplier makes use of Materials of the Customer, these will be used at the Supplier's expense and risk. However, these Materials shall remain the Customer's property.

Art. 10 ACCESS TO PREMISES, MATERIALS, SYSTEMS AND NETWORKS

If Supplier is granted access to the Customer's premises, Materials, systems and networks, Supplier and its Employees will guarantee at all times strictly to adhere to the Customer's procedures, guidelines and instructions regarding the access to and the use of these premises, Materials, systems and networks. The Customer has the right to regularly review the access rights and may revoke any access at all time without prior written notice. In such case, both parties will immediately convene to discuss the impact of this revocation on the performance of the Services.

The opening of a permanent data exchange channel is subject to prior written approval by the Customer's Cybersecurity department

The Supplier must obtain a formal upfront authorisation from the Customer for the Supplier Employees that need access to the Customer's network.

The Supplier must limit its access to the Customer's network to the strict minimum, and ensure the timely removal of access rights that are not needed anymore, and in any case as soon as one of its Employees no longer participates in the performance of the Services.

Art. 11 COMMON PRACTICE, AND COMPLIANCE WITH THE CURRENT LAWS AND REGULATIONS

All Services must be provided according to common practice and in accordance with technical, professional and ethical standards customary to the sector. Common practice is understood to mean the standards of professional skill applied knowledgeably and thoughtfully in conformity with commercial practice and with the state of the art. The Supplier must be able to submit the necessary certificates of conformity and origin.

The Supplier warrants that Services and Goods provided by it comply with and are produced in compliance with all applicable local, regional, national and European regulations, standards and laws, including safety and environmental requirements, as well as the regulations, standards and laws of the country where the Services and/or Goods are produced, used and/or delivered.

In relation with the provision of the Services, the Supplier shall be responsible for the compliance and enforcement of all current regulations, standards and laws, either in force or to be implemented during the performance of the Agreement, especially those concerning personnel, environment and tax matters. The Supplier shall compensate the Customer for all

finances, penalties and sanctions resulting from violations or breaches resulting from the Supplier's omission.

Art. 12 CONTRACTUAL TERM OF DELIVERY

The object of the Goods and/or Services to be delivered by the Supplier, as well as the delivery address and the delivery site shall be specified in the Agreement. The contractual (delivery) terms and/or schedules shall be stipulated in the Agreement and are absolute deadlines. The place and the delivery time are both essential requirements and are therefore strictly enforced.

The delivery period starts on the date of the order form. If no term is stipulated, the Goods must be delivered within fifteen calendar days of sending the order form.

All deliveries of Goods and/or Services shall be performed on a Working Day, during the Normal Business Hours.

Unless agreed otherwise, all deliveries of Goods shall take place 'delivered duty paid – place of destination'.

The Customer has the right to postpone the contractual delivery date with a three Working Days prior notice.

The Customer shall allow the Supplier an extension of the contractual (delivery) term, if an outside cause not imputable to the Supplier prevents the delivery within the said term. Except for cases of extension of the contractual delivery date at the Customer's request, the Supplier shall promptly inform the Customer of the causes which prevent the delivery within the contractual term of delivery. The Supplier shall forthwith confirm this information by registered mail, and shall propose an alternative term. The Customer shall give the Supplier notice of its decision in writing.

The moment of delivery shall be the time at which the Goods are delivered at the site indicated by the Customer, and are completely at the Customer's free disposal. If the assignment consists of the performance of Services, the moment of delivery shall respectively be the time at which the works are completed or provided.

Art. 13 REMOVAL AND DISPOSAL OF WASTE

On the day that the Supplier delivers or installs the Goods, except if the Goods are taken in stock by the Customer, or performs the Services the Supplier will take back the packaging materials. The Supplier will ensure that these packaging materials will be removed and disposed of in conformity with the then current regulations.

Art. 14 MORATORY COMPENSATION

In case the contractual delivery term is exceeded, whether or not extended pursuant to the stipulations above, the Supplier shall incur, ipso iure and without prior serving notice, all damages to be calculated according to the following formula and limited to 10 % of P:

$C = P \times D / 200$, where

C = the amount of the compensation;

P = the price, excluding VAT, of the Goods and/or Services delivered late;

D = the amount of calendar days of the delay.

In case of termination of the Agreement, the moratory damages shall apply until the day the termination comes into effect.

Art. 15 ACCEPTANCE OF SERVICES

Provision of Services at the location indicated by the Customer shall in no way imply an automatic acceptance by the Customer. Acceptance of Services must be explicitly asked for by the Supplier to the Customer. It shall only take place after the signing by both Parties of a completion report in which no comments have been made by the Customer. For the provision of Services, the transfer of risk takes place at the moment of acceptance.

Art. 16 CONFIDENTIALITY

The Supplier must consider all information concerning the Customer and the members of its Group, obtained by it during consultations, negotiations, and during the realisation and the performance of the Agreement, as Confidential Matters.

Moreover, the Supplier shall use such information in a secure manner and solely for purposes for which it is intended.

The Supplier shall impose the obligation of confidentiality as described here on all persons employed or mandated by it or called in by it for the fulfilment of its obligations. The Supplier shall, upon the Customer's first request, provide the Customer with all relevant requested documents- including confidentiality statements- in order to enable the Customer to ascertain whether the Supplier fulfilled its confidentiality obligations.

The Supplier must also take all other reasonably necessary confidentiality measures in order to prevent third parties from gaining knowledge of Confidential Matters as described in this article, among which safety measures, while the Supplier shall retain such information no longer than necessary for the fulfilment of its contractual obligations.

It is agreed that the confidentiality obligations shall not apply to information that:

- (a) at the time of disclosure was in the public domain (other than in breach of the Agreement); or
- (b) is disclosed to the Supplier by a third party who is not in breach of any obligation of confidentiality; or
- (c) is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any decision of any court of competent jurisdiction; or
- (d) is independently developed by the Supplier, without any reference to any Confidential Matters.

If one of the abovementioned exceptions applies, the Supplier will in all cases refrain from performing any acts, which are potentially detrimental to the name and reputation of the Customer.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

The Supplier expressly agrees that the disclosure or learning of Information under the Agreement can in no way be interpreted as explicitly or implicitly granting the Supplier that

receives or learns the information any right whatsoever (under a licence or by any other means) to the subject of that information. The same applies to copyrights or other intellectual property rights relating to literary and artistic property, trademarks or trade secrets.

Art. 17 PROTECTION OF CUSTOMER DATA

The Supplier acknowledges that all Customer provided data will under all circumstances remain the property of the Customer or the Data Subjects and are considered to be Confidential Matters.

Each Party shall comply at all times with the Privacy Protection Law.

The Supplier will co-operate with audits or risk analyses conducted by or on behalf of the Customer on the security measures taken by the Supplier to protect Customer data (including Personal Data).

The Supplier will never lower its data protection measures below the level described by it in the risk analysis questionnaire provided to it by the Customer.

If as a result of the inspection conducted as specified in this article, the Supplier is obliged to implement post-inspection recommendations to restore its compliance with its contractual obligations, the Supplier will do so at its cost and in the timeframe agreed upon with the Customer.

Art. 18 PROTECTION OF PERSONAL DATA

In case the Agreement requires the processing of Personal Data other than the ones referred to in this article, the Supplier agrees to enter into a suitable data processing agreement ("DPA") with the Customer.

In case of contradiction the provisions of the DPA will prevail over those of the General Conditions.

Personal Data relating to either Party staff (name, surname, position, contact details) are processed by the other Party in accordance with the GDPR for the needs of the performance of present Agreement, and more specifically:

to enable the performance of the Agreement and its follow-up by both Parties (including Services acceptance, quality control, invoicing and payment);

- (a) to enable each Party relevant staff to contact the other Party relevant staff, as required for the proper performance of the Agreement.

Personal Data relating to the other Party staff can also be processed by each Party based on its legitimate interest to run its usual business :

- (a) for security reasons and to prevent fraud;
- (b) for monitoring of Agreement performance (including auditing).

Where strictly necessary, the Personal Data relating to the other Party staff may be communicated to the following third-parties

- (a) the other entities of the group to which belongs the concerned Party, for monitoring and reporting purposes;
- (b) bpost or any similar company in charge of delivery of letters or parcels;

- (c) the public administrations in charge of tax and social security;
- (d) the accountants, advisors, and auditors of the Parties, to ensure compliance with the concerned Party legal obligations.

The Personal Data relating to the other Party staff shall be stored for no longer than 10 years after the termination of the Agreement.

Any transfer of the Personal Data relating to the other Party staff outside of the European Economic Area is subject to the strict compliance with the requirements set forth in the GDPR, i.e. implementation of all appropriate measures through the signature of a contract with the recipient, based on the standard clauses edited by the European Commission (this contract being available for review at the head office of the concerned Party).

Either Party shall inform its Employees, its agents and other representatives of the transfer of their Personal Data to the other Party for the above-mentioned purposes.

Either Party shall notify the other Party of any Personal Data breaches as soon as possible after becoming aware of them.

Art. 19 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights that, prior to the date of entry into force of the Agreement, belong to a Party, including but not limited to the Standard Works, shall remain vested in that Party.

With exception of commercial off-the shelf software products, and unless explicitly otherwise agreed upon in writing, all Intellectual Property Rights into Specific Developments shall vest in the Customer unconditionally and immediately on their creation. The Supplier shall refrain from using the Specific Developments for any purposes other than the performance of the Services, without the prior, written and express approval of the Customer. In addition and together with the Deliverables, the Supplier shall provide the Customer with a copy of the Source Code of the Specific Developments, and shall transfer to the Customer all Intellectual Property Rights into said Source Code.

The Customer grants to the Supplier with the right to sublicense to any subcontractor of the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Deliverables during the term of the Agreement to the extent that such use is necessary to provide the Services.

The Supplier hereby irrevocably acknowledges that all Intellectual Property Rights to data or any other information transferred by the Customer to the Supplier shall remain vested in the Customer.

The general ideas, concepts, know-how, methods, techniques and skills that the Supplier and its Employees develop or acquire during the performance of the Services can be re-used by the Supplier to the extent that these do not affect the Supplier's confidentiality obligations and the Intellectual Property Rights protected by the statutory or contractual obligations of this Agreement.

Art. 20 INDEMNITY

The Supplier shall indemnify the Customer against all claims related to any liability arising out of an infringement or alleged infringement of Intellectual Property Rights caused by the use of the Services or of its Deliverables. The Customer shall immediately notify the Supplier of such claim. In case the Customer has to cease the use of the Deliverables and/or Services or components thereof pursuant to such claim or to a judicial decision thereon, the Supplier shall, at its own expense and in consultation with the Customer:

- (a) Either obtain on behalf of the Customer a right to continue the use of the Deliverables and/or Services;
- (b) or adjust or replace the Deliverables and/or Services in order to end the infringement;
- (c) or take back the infringing Deliverables or discontinue providing the infringing Services and credit the Customer for amounts paid pursuant to the Agreement; all without prejudice to the Customer's right to full compensation for damages suffered by it.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

Art. 21 TRADEMARK - PUBLICITY

The Supplier may not use the Customer's and / or Group's logos and trademarks or the Customer as a reference without an express prior written approval of the Customer. If the consent of the Customer for the use of a trademark or logo is given, the Supplier has to follow the guidelines and instructions of the Customer concerning this use. In case of violation of this present article, a fixed compensation shall be due by the Supplier, ipso iure and without prior given notice, amounting 25.000, - EUR. This amount will be increased, if necessary, by sufficient sums to compensate all damages without prejudice to any other rights the Customer may have by law or under the Agreement. The Supplier must immediately stop the unauthorized use of the logo or trademark and shall incur, ipso iure and without prior given notice, a fixed compensation of 1000, - EUR for every day the violation continues from the receipt of a registered letter, fax or e-mail from the Customer.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

Art. 22 LOYALTY AND CONFLICTS OF INTERESTS

The Supplier shall not promise or grant any direct or indirect benefits to any natural person (and its relations) or legal entity linked to the Customer by an employment contract, a mandate or any other contract, as a quid pro quo for the Agreement or in relation to the Agreement.

The Supplier shall perform the Agreement impartially and independently and shall act in such a way as to avoid placing itself in any position of conflict of interests while executing the Agreement or making recommendation within such framework.

Should the Supplier be in a position of conflict of interests, the Supplier shall in any case immediately inform the Customer thereof in writing and the Parties shall discuss its impact on the Agreement.

Art. 23 PRICE

The agreed price is fixed, final, irreversible, and expressed in euro.

With the exception of VAT, the price is considered to include all fiscal and other charges concerning the Services, as well as costs for the production, the storage, the loading and intermediate unloading, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the delivery, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Services at the site indicated by the Customer. This account is indicative, not exhaustive.

Art. 24 INVOICING

Invoices must be addressed to:

D'Ieteren Automotive SA/NV, Dept. comptability,
Maliestraat 50, 1050 Brussels VAT-: BE RPM 0466.909.993.

As from 1 April 2026, VAT-registered Belgian companies, which are subjected to mandatory structured electronic invoicing, must submit their invoices exclusively via the Peppol network. PDF invoices sent by e-mail will no longer be accepted.

For submission via the Peppol network, Suppliers shall use one of the following Peppol identifiers :

- (a) VAT ID (preferably): "9925"
- (b) Enterprise number: "0208"

For Suppliers not subject to this obligation, invoices must be sent electronically in PDF-format to: apinvoice@dieteren.be.

The invoice will mention at least:

- (a) The Customer's department responsible for the Agreement;
- (b) The name of the Customer's representative responsible for the Agreement;
- (c) The name and Reference of the Agreement;
- (d) The PO-number;
- (e) Incorporated in the same pdf: full details of the Services delivered, and If applicable: copy of acceptance forms or other proof of completion.

Any invoice that does not comply with the requirements specified in this article shall suspend the start of the due term of the price and shall consequently in no way give rise to claims for interest on overdue payments.

Art. 25 PAYMENT

Payments shall exclusively be made:

- (a) Upon submission of a contractually and legally valid invoice; a legally valid invoice is an invoice compliant with legal requirements, among others with VAT requirements;
- (b) After acceptance of the Services or Goods (after their complete delivery);
- (c) Thirty days end of month from the fulfilment of (a) and (b) above.

If the Customer fails in its obligation to pay on time, the Customer shall only be liable to pay interest for overdue payment to the Supplier on the amount owed to the Supplier, but only after the Supplier has issued notice of default in writing to the Customer through registered letter and the Customer has not appropriately acted upon such notice within a period of 15 (fifteen) calendar days following the receipt of the registered letter. The parties agree that the interest for overdue payment will amount to the interest rate applied by the European Central Bank to its most recent main refinancing operation, carried out before the first calendar day of the half-year in question, increased by 4 per cent. This interest rate applied by the European Central Bank to its most recent main refinancing operation shall be interpreted in conformity with article 3, paragraph 1, sub d) of Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on combating late payment in commercial transactions.

The Supplier shall not be entitled to settlement ("verrekening", "compensation") in any case.

Art. 26 RETENTION OF TITLE/RIGHT OF RETENTION

A retention of title (reservation of ownership) made by the Supplier are not applicable pursuant to present article. Such a reservation is herewith explicitly rejected by the Customer, and this rejection is accepted explicitly and without any reservation by the Supplier.

The Supplier is not entitled to exercise any right of retention with regard to items in the Customer's ownership or items to which the Customer has any title.

Art. 27 SUSPENSION

The Supplier is only entitled to suspend its obligations towards the Customer with the application of Art. 30 – Force majeure.

Art. 28 LIABILITY

The Supplier assumes full liability for all damages (including without limitation attorneys' fees) caused by or in the circumstances of the performance of the Agreement, either by faults or omissions of its own or its Employees, of its subcontractors, agents and suppliers and, more generally, of all persons deployed by it in the performance of the Agreement. This liability relates to its pre-contractual, contractual as well as its extra-contractual liability.

Indirect or consequential damage. Neither Party shall be liable to the other for loss of anticipated savings, loss of profits,

company growth standstill, loss of turnover, loss of goodwill, or wasted management time.

Art. 29 INSURANCE

The Supplier has to subscribe to all statutory required insurances.

Furthermore, the Supplier will subscribe to all necessary insurance policies with a recognised insurance company in order to insure its pre-contractual, contractual and extra-contractual liabilities, and maintain those during the entire Agreement term.

The Supplier shall ensure that the sums insured will be sufficient to cover the consequences of its liabilities.

At request of the Customer, an insurance certificate shall be submitted to the Customer stating the object of the insurance, the period of validity, the insured sum(s) and, if relevant, the exemption(s).

Art. 30 FORCE MAJEURE

A Party shall not be liable for the non-fulfilment of the obligations that arise under this Agreement if this is due to reasons that can be ascribed to force majeure. The following situations are deemed to constitute force majeure, in addition to the situations usually recognised as such by Belgian case law: all unforeseeable and unavoidable events that are beyond the control of the Parties and that make the implementation performance of this Agreement impossible.

The concerned Party shall do everything it can to ensure the continuity and fulfilment of its obligations as soon as possible, and to limit the damage that the other Party may suffer due to force majeure. In addition, they shall notify the other Party of the resources that they will use for this purpose.

If the force majeure continues for more than 30 calendar days, or if it can reasonably be assumed that the force majeure shall continue for 30 calendar days, the other Party shall have the right to immediately terminate the Agreement in whole or in part, through registered letter, without any indemnity being owed.

Art. 31 TERMINATION

The Customer can terminate the Agreement effective immediately, without advance notice period and without any termination indemnity being owed, in one or more of the following events:

- (a) full or partial failure to deliver within the agreed time limit insofar as this failure exceeds 7 calendar days;
- (b) in case the Customer is notified by an official body that the Supplier is in breach with tax and labour regulations with respect to its Employees;
- (c) If the Supplier does not fulfil or no longer fulfils the requirements for access to or recognition and/or registration in the profession;
- (d) If the Supplier has violated Art. 16 – Confidentiality and or Art. 17- Protection of Customer Data. and/or Art. 21 – Trademark-Publicity, and/or article Art. 22– Loyalty of the present General Conditions.

Each Party can terminate the Agreement effective immediately, without observance of an advance notice period and without any termination indemnity being owed, in the event of:

- (a) substantial shortcoming on the part of the other Party and this shortcoming is not corrected within 15 calendar days after formal notice of default by registered mail to the Party remaining in default and in which the nature of the shortcoming is reasonably described or, if the shortcoming cannot be corrected;
- (b) the other party becomes involved in a dissolution, bankruptcy or liquidation proceeding; or
- (c) the other party becomes insolvent;
- (d) Force majeure as described in the last paragraph of Art. 30.

Art. 32 SURVIVAL

Termination or expiry of the Agreement, howsoever caused, will not prejudice any rights and remedies of either Party, which it may have accrued under the Agreement up to the date of termination or expiry, and will not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry.

Art. 33 WAIVER OF A RIGHT

If one of the Parties fails to enforce one of its rights arising under the Agreement this shall not in any case be regarded as a waiver of such right and as an extension or change of the rights of the other Party.

Art. 34 NOTICES

All correspondence will be sent to the address where the parties have chosen their domiciles. The choice of domiciles is laid down in the Agreement. However, the Customer and the Supplier may choose an alternative domicile if the other party is informed of this alternative domicile.

In the absence of a choice of domicile, all correspondence must be sent, depending on the circumstances, to the registered office or the postal address of the other party.

All notifications may be given by any means of sending, either by mail, electronically or in other ways.

However, letters concerning either a notice of default or the execution of a right with respect to a term or a delay must be sent by registered mail. Registered mail enters into force at its send date.

Art. 35 CONTRACTUAL BALANCE

The Parties expressly confirm that the provisions of this Agreement set out the rights and obligations of the Parties in a balanced manner for the purposes of their compliance as well as for their legal obligations.

Art. 36 INFORMED CONSENT

Each Party confirms that it has had the opportunity to obtain legal advice and discuss about its respective rights and obligations under this Agreement and the allocation of legal and economic risks. Each Party acknowledges that this Agreement and the division between rights and obligations of the Parties is balanced and reflects the true intention of the Parties and that they give their informed consent by concluding this Agreement

Art. 37 SEVERABILITY

If one of the clauses of the Agreement is or will be invalid, illegitimate or unfeasible, this will not affect the validity and applicability of the remaining clauses in any way.

Art. 38 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is governed and construed in accordance with Belgian law.

To the extent permitted by law all international treaties, conventions and covenants, among which in particular the United Nations Convention on Contracts for the International Sale of Goods concluded at Vienna on 11 April 1980 (the 1980 Sales Convention), are excluded.

Unless otherwise mandatory, each party waives the right to bring an action for non-contractual liability against the other party and/or against its Auxiliaries. The Auxiliaries of each of the parties are third-party beneficiaries of this provision. In so far as necessary, the parties confirm that article 18 of the Law of 3 July 1978 remains applicable with regard to the actions of the employee.

All disputes and differences in connection with the interpretation and/or the performance and the termination of this Agreement shall be subject to the exclusive jurisdiction of the Courts of the judicial district of Brussels.

Before such dispute or difference is submitted to the competent court, Parties will, if the dispute allows it, make all efforts to settle the dispute amicably.

GENERAL CONDITIONS SPECIFICALLY APPLICABLE TO THE PURCHASE OF GOODS**Art. 39 WARRANTY FOR GOODS**

The Supplier warrants that the Goods provided by it are of good quality, new, free of defects and suitable for the purposes for which they are intended and also comply with the specifications desired by the Customer and/or provided by the Supplier and with the requirements imposed by the Customer.

The Supplier guarantees that the Goods do not result from child or hard labour or slavery, or from illegal trade.

The Supplier shall also indemnify the Customer against hidden defects which might affect the Goods.

All claims on the Customer's part arising from hidden defects will lapse on expiration of a period of one year from the day the Customer itself discovered the defect(s).

Any Goods that are found to be defective will be replaced at no cost to the Customer and without prejudice to any claim for damages.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

Art. 40 DOCUMENTATION

The Supplier has the obligation to provide the Customer, in writing or electronically, with all information (among other things, the product's composition), documentation, data etc., which the Customer reasonably needs in order to have the optimum use of the Goods and/or Services. This information shall be provided in the language(s) requested by the Customer.

Art. 41 OWNERSHIP AND RISK TRANSFER OF THE GOODS

The transfer of ownership and risk of the Goods takes place at the moment the Goods are delivered at the place designated by the Customer. Until that moment, the Supplier must insure the Goods and take other measures in order to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

Art. 42 STORAGE OF THE GOODS BY THE SUPPLIER

If the Supplier has a contractual obligation to store the Goods, it shall, for the Goods in depot, be liable as a depository pursuant to the stipulations in the Agreement.

Art. 43 VERIFICATION AT DELIVERY

At the time of delivery, the Customer will check only the condition of the packaging and the number of packages sent or delivered. This verification can in no way be interpreted as implying the acceptance of the Goods. Any supply that does not exactly comply with the order may be refused. In case of delivery of goods beyond the order and / or beyond the invoice that concerns them, the goods can be returned as soon as the Customer informed the Supplier even if the Goods were stored by the Customer, at the expense and risk of the Supplier.

The delivery is materialised by the handing over of a receipt to the Supplier or by the signing of the packing note's duplicate. Notwithstanding any contrary provision appearing on the documents from the Supplier, the signature of the Customer at the time of the delivery commits it only with regard to the number of packages and the condition of the packages.

The penalties provided for in Art. 14 – Moratory compensation, in the case of late delivery, also apply in case of delivery not in accordance with the order and in case of failure of the Supplier to its obligation to take back the Goods.