

## 1. SCOPE OF APPLICATION

1.1 These General Conditions of Sale and Delivery (hereinafter "Conditions") apply to all quotations issued by NV UNITRON (hereinafter "UNITRON", see contact information below) and all agreements between UNITRON and its customer (hereinafter "Customer"), who agrees to the application of these Conditions to all offers, legal relationships and agreements under which UNITRON provides goods, software and/or services of whatever nature (hereinafter "Products") to the Customer. These Conditions prevail over any other terms and conditions (those of the Customer), even if they claim to apply solely and exclusively.

Deviations are valid only if and to the extent UNITRON has explicitly accepted them in writing. These requirements shall apply in all cases, even if UNITRON supplies Customer in awareness of Customer's general terms without explicitly rejecting them. In case of deviations, the other provisions of the Conditions apply on a subsidiary basis.

1.2 If possible, the Conditions will be interpreted in such a manner as to be valid and enforceable under applicable law. If a provision (or part thereof) of these Conditions should be found null and void, the rest of the provisions (or the remainder of that provision) shall remain valid. In such case the parties shall negotiate to replace the invalid provision with an equivalent provision that reflects the objective as much as possible and permitted.

1.3 UNITRON reserves the right to amend and/or adjust its Conditions at any time whatsoever. In particular, Unitron is entitled to amend the Conditions if (changes to) the applicable laws require so. Any amendments shall become effective after they have been communicated to the Customer.

## 2. QUOTATION, ORDER AND ORDER CONFIRMATION

2.1 A quotation from UNITRON shall be solely deemed an invitation for the Customer to place an order and is in any case without obligation. UNITRON can withdraw any quotation at any time whatsoever. An agreement only comes about when a person who is authorized to bind UNITRON in law confirms the Customer's order in writing, or when UNITRON starts to implement the order.

2.2 UNITRON is free to select the parties with which it wishes to enter into an agreement.

## 3. SPECIFICATIONS - INTELLECTUAL PROPERTY

3.1 Information about the Products distributed by UNITRON – especially information in brochures, type lists, catalogues, data sheets, advertising material, specifications and descriptions, definitions of the requirements to be met by the Products and other technical supply conditions, certificates (e.g., certificate of compliance) and other documents – is indicative and constitutes no guarantee of UNITRON as to the quality and state or durability of the Products.

3.2 Statistical information and data provided by UNITRON concerning the reliability of the Products exclusively serve orientational purposes and do not relate to individual deliveries or lots. Information provided by UNITRON shall not constitute an obligation of result and shall not be binding unless the agreement with UNITRON expressly refers thereto.

3.3 All intellectual property rights to the Products and other materials (e.g. software, databases, equipment or other Products developed or provided to the Customer, such as analyses, designs, documentation, reports, offers, as well as preparatory works in that regard) shall remain the property of UNITRON and shall be returned by the Customer on demand. All know-how, samples, models, designs and drawings relating to the Products or their development shall remain UNITRON's property, shall be treated as confidential and shall not be copied, reproduced, reverse engineered or disclosed to any third party without UNITRON's prior written consent. In the case of failure to observe these conditions, the Customer shall be liable to pay damages of 2.500,- EURO per infringement to UNITRON, without prior notice of default and without prejudice to the right of UNITRON to claim higher damages.

3.4 Unless otherwise expressly stated in writing, no right or license is granted to the Customer under any patent, copyright, registered design or other intellectual property right, except the right to use or resell the Products as detailed in the agreement between the parties.

3.5 UNITRON takes no responsibility for damage or losses incurred by the Customer due to the Products or UNITRON's trademarks infringing any third party's intellectual property rights. The Customer shall however notify UNITRON of any allegation of any infringement of any intellectual property rights. UNITRON may at its own expense and discretion conduct any negotiations or proceedings arising from any such allegation; and the Customer shall assist therein.

3.6 The Customer shall not, without UNITRON's prior written consent, allow any trademarks of UNITRON or other words or marks applied to the Products to be obliterated, obscured or omitted or add any additional marks or words.

## 4. PRICE

4.1 All prices exclude VAT and are expressed in Euros.

A separate individual price is calculated for every purchase. This price is only valid for a specific defined purchase and therefore does not apply to other, even similar purchases.

4.2 All deliveries of goods and/or services that are not expressly provided for in the quotation and/or sale agreement are deemed to be additional work requested by the Customer and are therefore charged as such to the Customer.

4.3 The following costs are not included and are for the Customer's expense, unless expressly agreed otherwise: prices of packaging, containers, transportation and travel costs, including transport insurance, storage costs, including additional costs linked to any extended storage, costs of carriage, import duties, taxes, levies, bank charges, etc.

4.4 Transport and travel costs are calculated from UNITRON's registered office and are invoiced per movement and on the basis of fixed prices.

4.5 Currency fluctuations, increases in prices of materials, auxiliary materials and raw materials, wages, salaries, social security charges, costs imposed by the government, levies and taxes, transportation costs, import and export duties, or insurance premiums, arising between the order confirmation and delivery of sold Products entitle UNITRON to increase the agreed price accordingly.

4.6 UNITRON has the right to request a bank guarantee from the Customer for orders and/or assignments for a value exceeding EUR or USD 50,000, VAT excluded, before implementing the agreement. Failure to provide this bank guarantee in due time constitutes renunciation of the agreement.

## 5. DELIVERY AND COLLECTION

5.1 If not otherwise provided for, any agreed trade term shall be construed in accordance with INCOTERMS in force at the time of UNITRON's acceptance of the order. If no trade term is specifically agreed the Products will be delivered Ex Works UNITRON's registered office.

5.2 The delivery times are always indicative and are not an essential part of the agreement.

If the stated time limit is exceeded, UNITRON and the Customer will agree on a reasonable additional time limit.

Any delay, whether in the original or additional time limit, will not entitle the Customer to cancel the order or to claim any compensation whatsoever.

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Changes to an order, quotation and/or sale agreement automatically result in lapse of the proposed expected delivery times.

5.3 UNITRON has the right to deliver/transport sold Products in multiple consignments. Partial implementation or delivery does not result in cancellation of the agreement.

5.4 UNITRON is not liable for delays incurred as a result of failures on the part of suppliers to UNITRON, the Customer and/or any other third party.

5.5 If the parties agree that the Customer will collect the Products, the Customer will collect the Products himself at his own expense from the place and at the time indicated by UNITRON.

If the Customer fails to collect Products within 5 business days, he will be liable for storage expenses of 1% of the entire invoice amount per week. If the scheduled collection date is exceeded by two weeks and if the Customer fails to respond to UNITRON's written notice within a reasonable delay, UNITRON has the right to declare the agreement cancelled by means of written notice is sent, without additional notice of default and without judicial intervention.

The Customer is in that case liable for fixed compensation equal to 35% of the total invoice amount, notwithstanding UNITRON's right to claim further damages.

## 6. TRANSFER OF RISK

6.1 All risk related to the Products passes to the Customer at the time that the agreement is concluded. It is the Customer's sole responsibility to ensure complete compliance with appropriate laws and regulations governing the sale and usage of the Products. In particular, UNITRON 1) does not accept any liability regarding the use of the Products in connection with critical infrastructure; and 2) bears no responsibilities regarding registration and other local obligations (e.g. towards network operators or local authorities).

## 7. GUARANTEE, COMPLAINTS AND LIABILITY

7.1 The Customer shall carry out an initial check of the Products immediately on collection and/ or delivery. This immediate compulsory check concerns among other things (this list is purely an example) the quantity and weight, compliance of the delivery, visible defects, correct location(s), etc. The Customer will note immediately apparent deviations and defects on the delivery note, failing which he will be deemed to have accepted the Products as agreed.

7.2 The Customer shall carry out a thorough inspection of the Products within 24 hours of delivery and/or collection.

Making use of, processing and/or selling of the Products is deemed to constitute approval and acceptance and final handover of Products as delivered and/or collected.

7.3 UNITRON warrants that its Products will be free from defects in workmanship and materials for 1 (one) year. Unless otherwise expressly stated in any written guaranteed terms submitted to the Customer by UNITRON and which are in effect at the time of delivery of the Products in question, UNITRON's obligations under the above warranty will expire no later than twelve (12) months after invoicing date of the Products to the Customer. In respect of goods not of UNITRON's manufacture, the Customer is entitled only to such warranty as UNITRON may receive under any guarantee given by its suppliers/the Manufacturer in respect thereof.

UNITRON does not allow nor encourage our customers to perform any modifications or improvements to the Products, whether necessary, beneficial, or superficial to the operation and compliance of the Products. In no event shall UNITRON's obligations under the warranty apply to any Product, which has been subject to installation error, unauthorized use, negligence, accident, alteration, misuse or normal wear and tear and/or damage caused by the Customer and/or third parties, and/or failure of the Customer to comply with statutory and/or other obligations. Those acts could expose the Customer to liability under contractual and/or legal limitations.

The Customer acknowledges that incorrect use of the Products can cause considerable harm to third parties. Therefore, the Customer accepts that, if Unitron becomes aware of such incorrect use and/or of any negative impact on third parties (e.g. by notice letter by such third parties) and if technically feasible (e.g. required connectivity), Unitron is entitled (not obliged) to take precautionary measures to remedy such use and/or impact. While Unitron shall take reasonable care when taking such measures, the Customer acknowledges and accepts that they cannot hold Unitron liable for such measures and the consequences thereof. Unitron endeavours to inform the Customer as soon as practically possible about any measures and the reasons that justify such measures. If the Customer sells or otherwise transfers the Products to a third party, then the Customer shall ensure that such third party is duly informed of this clause and accepts it.

7.4 The Customer forfeits the right to rely on defects in Products, unless he notifies UNITRON by registered letter thereof within 3 business days of discovering or after he should have discovered the non-compliance or defect, stating the invoice number and/or the number on the delivery note, with precise identification of the Products and a detailed statement of the defect.

7.5 As to any defects, Customer must provide UNITRON an opportunity to investigate the goods at issue by making those goods and their packaging available to UNITRON for inspection. If Customer fails to do so, he forfeits the right to invoke a defect. In no case are Products to be returned without UNITRON's prior, written permission. The customer will be responsible for shipping costs and for any loss or damage incurred during shipment.

If Customer requests "on-site" repairs or replacements at Customer's facilities or any other third party's facility, Customer must submit a purchase order, subject to UNITRON's acceptance, and Customer will be responsible for UNITRON's service charge, plus transportation costs and traveling expenses.

7.6 Provided that Customer has timely followed the procedures and requirements set forth in this article, UNITRON, at its sole discretion, may either replace the defective Product free of charge, repair the Product or refund the price of the defective Product to the Customer. If UNITRON is unable to repair or replace a defective Product, UNITRON will provide a similar substitute product. The remedies in this paragraph shall be Customer's sole and exclusive remedies for defects in the Product, regardless of the nature of the alleged defect.

7.7 Replaced or repaired defective Products will be covered by the warranty for the remaining period of the warranty for the original product. If Products are replaced, the returned Products will become property of UNITRON, unless otherwise agreed.

7.8 UNITRON will under no circumstances be obliged to compensate loss of production, loss of profit or any other consequential damage or indirect loss, nor damage that exceeds the invoice amount or the amount of 20.000 EUR all of which are expressly disclaimed hereby to the fullest extent permitted by law.

In any case, UNITRON cannot be obliged to pay compensation for bodily harm or damage caused to private property, if:

there is no proof that the defects were present at the time when the goods were brought into circulation;

given the state of scientific and technological knowledge it was not possible for UNITRON to know about the presence of the defects;

the defects in question are attributable to the design of the item in which the goods are incorporated or result from instructions issued by the Customer;

the damage is the fault of the Customer, the injured person or somebody under the charge of the injured person (e.g. incorrect manoeuvres, faulty operation, modifications made by the Customer or third parties, and so forth);

the defects result from the conformity of the goods with binding regulations issued by public authorities;

the damage is caused by a lack of maintenance or maintenance carried out at odds with the maintenance manual or maintenance instructions drawn up by the manufacturer;

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the damage results from action taken by a third party not approved by the manufacturer.

UNITRON will under no circumstances be held liable for mistakes attributable to incorrect or incomplete information or data supplied by the Customer and reserves the right to claim compensation for any costs made in this regard.

Unless expressly agreed otherwise (in particular in these Conditions), UNITRON shall be under no liability in agreement, delict or otherwise for any personal injury, loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the Products or any work in connection therewith whether due to UNITRON's fault or not. The Customer assumes the risk regarding the suitability of the ordered Products for the Customer's specific purposes. No representation in this regard has been made by UNITRON. Unless the parties expressly agreed otherwise, UNITRON is not even aware of the specific purpose to which the Customer wishes to put the Product.

7.9 Complaints do not in any case release the Customer from his payment obligations within the stated time limit under these Conditions, the quotation, the sale agreement and/or the invoice. The Customer is required to compensate costs incurred in connection with unjustified complaints.

#### 8. Force majeure and Hardship

8.1 UNITRON is not liable for any shortcoming in the performance of any obligation caused by unforeseen circumstances, i.e., force majeure or hardship.

8.2 In case of force majeure or hardship UNITRON may at its discretion (1) temporarily suspend performance of its obligations; (2) cancel the agreement by registered letter; and/or (3) invite the Customer to renegotiate the agreement. If the Customer does not participate in good faith in the renegotiation, UNITRON may terminate the agreement and/or order the Customer to pay compensation.

8.3 Force majeure and/or hardship apply in the following cases (this list is non-exhaustive, purely given as an example): unavailability/scarcity of Products and/or raw materials (and related price volatility), ice formation, exceptional weather conditions, strikes, mobilization, wars, disease (including pandemics and related government measures) or accidents, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities, export obstacles, import obstacles, breakdowns, traffic jams, etc. Force majeure and hardship shall also include a situation of force majeure for UNITRON's suppliers, improper performance of obligations by UNITRON's suppliers, as well as defects in objects, Products, or software of third parties which the Customer has required UNITRON to use.

#### 9. Billing and payment

9.1 The Customer shall notify any complaints concerning invoices in writing within three business days after receipt of the invoice. Invoices can only be validly challenged by sending a letter by registered mail indicating the invoice date, the invoice number as well as a detailed justification.

9.2 All invoices are payable forthwith in Euro by transfer to the bank account number stated on the invoice. To the extent not otherwise agreed upon in writing, no discount will be granted for cash payments. The Customer is not allowed to make payments to intermediaries. Only receipts signed by persons authorized to bind UNITRON in law are valid.

9.3 UNITRON reserves the right to request an advance payment of at least 35 % of the total invoice amount.

9.4 Any amount that remains unpaid after due date shall be, legally and without prior notice of default, increased by a late payment interest of 10% per year, capitalized annually.

In addition, any unpaid invoice shall be increased by a lump-sum indemnity of 15% of the amount invoiced and remaining unpaid, with a minimum of 250 EUR, without prejudice to UNITRON's right to claim further damages and (judicial) recovery expenses.

9.5 In so far as the Customer remains in default in respect to one or more outstanding payments to UNITRON, the latter shall be entitled to discontinue all supplies of Products or cancel undelivered orders until all outstanding accounts have been cleared.

9.6 The default of payment of an invoice on its due date, including any interests and penalties due, entails that all invoices of UNITRON, including invoices that are not yet due, become eligible immediately and annul all previously agreed payment modalities. The same rule applies in the case of threatening bankruptcy, judicial or conventional dissolution, judicial composition, persistent default of payment, or any other fact indicating the insolvency of the Customer.

9.7 The payment by the Customer – in whole or in part – of an invoice without any reservations implies approval of the invoice. Payments are always accepted, under reservation of all rights, and are written off first on the judicial costs, then on the interests due, then on the penalty clause and finally on the principal outstanding amount.

#### 10. CANCELLATION

10.1 Subject to the express written agreement of UNITRON, the Customer is not allowed to cancel the agreement.

In the event that an order is cancelled by or on behalf of the Customer, even with the express written agreement of UNITRON, the Customer will be obliged to pay fixed compensation in the amount of 30% of the total purchase price, without prejudice to UNITRON's right to claim additional damages.

#### 11. Retention of title

11.1 Products delivered shall to the extent permitted by applicable law remain the property of UNITRON until receipt by UNITRON of payment in full (including all moneys owed plus any interests and other costs); this reservation of title also applies if the Products are incorporated in other products. If the title of UNITRON extinguishes upon such incorporation, the Customer's arising co-owners' interest will pass over to UNITRON.

Until full payment is made, the Customer shall not sell or pledge the Products sold to a third party or dispose of the Products in another way.

If the Customer fails to respect its obligations under this article, the above right automatically passes on the resulting sales price, and the Customer shall pay to UNITRON a compensation equal to 50% of the sales price (in addition to the agreed sales price).

11.2 The Customer shall give UNITRON all necessary assistance in taking any measures required to protect UNITRON's title to the Products. If third parties seize Products or wish to establish or enforce rights to Products, the Customer is obliged to notify UNITRON immediately and in writing.

11.3 The Customer also undertakes to insure unpaid Products against fire, explosion, water damage and theft. The Customer authorizes UNITRON to examine on first request the policies and proofs of payment for the relevant insurance policies. Any pay-out from such insurance policies is for the benefit of UNITRON.

11.4 If the Customer does not comply with his obligations, or if UNITRON suspects that the Customer will not comply with his obligations, the Customer shall return the Products within 24 hours on demand to UNITRON for his own account and risk. The exercise of this right will result in immediate and automatic cancellation of the agreement.

#### 12. FORFEITURE OF RIGHTS

12.1 If UNITRON fails, even repeatedly, to enforce any right, this can only be deemed toleration of a certain situation and will not result in forfeiture of rights.

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### 13. NETTING

13.1 In accordance with the Belgian Act on Financial Guarantees of 15 December 2004, UNITRON and the Customer will automatically set off all currently existing and future debts towards each other by operation of law. This means that in the long-term relationship between UNITRON and the Customer the largest amount receivable will always remain on balance after the above-mentioned automatic set-off.

13.2 This set-off will in all events be enforceable against any trustee in bankruptcy and other joint creditors, who will therefore not be able to object to the set-off performed by the Customer and UNITRON.

### 14. SUSPENSION AND CANCELLATION

14.1 In case of any change to the situation of the Customer, such as decease, conversion, merger, takeover, transfer, liquidation, suspension of payments, collective composition or out of court settlement, application for postponement of payment, closing down activities, seizure or any other circumstance that could harm confidence in the Customer's creditworthiness, UNITRON reserves the right simply for that reason: either to suspend execution of one or more agreements with the Customer until the Customer has offered sufficient payment guarantees; or to declare one or more agreements with the Customer cancelled from the date of sending the cancellation notice, without prior notice of default and without recourse to a court of law, without prejudice to the right of UNITRON to claim additional compensation.

### 15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 The Conditions and, in general, any (contractual) relationship or claim between the parties shall be subject to Belgian law.

15.2 All disputes, claims, controversies and differences between the parties shall be subject to the exclusive jurisdiction of the courts of the registered seat of UNITRON.

15.3 In case of dispute, the English version of these Conditions shall prevail over all other versions.

### CONTACT INFORMATION

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