

GENERAL CONDITIONS OF SUPPLY FOR GOODS AND SERVICES OF FLENDER BV

(hereinafter referred to as “Conditions”)

Dated: April 2020

1. Scope of application

These Conditions apply to any contract under which Flender BV undertakes to supply goods and/or services to customers. These Conditions shall in all cases have precedence over any general conditions of the customer, unless Flender BV at the moment of acceptance of the order has explicitly and in writing, in part or in whole, accepted the conditions of the customer. Exceptions can only be made to these Conditions if both parties have agreed to this in writing.

2. Constitution of contracts

A valid contract cannot be deemed to exist unless:

1. a written offer from Flender BV has been accepted without reservations by the customer;
2. Flender BV accepts without reservation an order placed with it by the customer.

Offers made by Flender BV are valid for one month, beginning with the date of signature, unless otherwise specifically stipulated. Flender BV can only be bound by written offers, acceptances or agreements jointly signed by two persons empowered to bind it towards third parties.

3. Prices

- a. Prices are quoted in euros and are exclusive of VAT. All other duties, levies or taxes which are currently applicable to the contract, or will be in future, will be payable by the customer. The transport and packing costs are for the customer's account.
- b. If a contract signed with the customer involves goods and/or services to be imported by Flender BV from a country outside the eurozone, the price shall be determined on the basis of the selling rate against the euro for the currency of the country of origin as determined on the Brussels stock exchange on the date of the offer made by Flender BV or the date of the conclusion of the contract, depending upon the case. If the rate in effect on the date of payment differs from that on which the price was based, Flender BV has the right to increase or decrease the price by means of simple written notification.

4. Terms of payment

- a. Goods and/or services supplied by Flender BV shall be paid for within 30 (thirty) calendar days after the invoice date. Payments shall be effected in the same currency as the invoice.
- b. If the customer is authorized by special conditions to settle the price in installments and if one of the due dates is not met, the customer shall lose that right to pay in installments and payment in full shall immediately and automatically become due.
- c. If a due date is missed, all sums due from the customer shall *ipso jure* and without notice be subject to interest at a rate of 1% (one percent) per month commenced.
- d. Moreover, any unpaid sums shall be *ipso jure* increased by 5% (five percent) with a minimum of EUR 50.00 (fifty euros), as compensation for damages and the relevant collection charges, without any prior notice of default being required.

5. Delivery

- a. With the exception of express and written agreement, any delivery periods are to be regarded as indicative. Notwithstanding the provisions of art. 5 e), in no case shall failure to meet a deadline form the basis of any contractual liability upon Flender BV nor will it create any entitlement to compensation of any nature whatsoever.
- b. Unless the special conditions explicitly state otherwise, all goods are deliverable EXWorks to the location as specified in the special conditions in accordance with the latest version of the INCOTERMS issued by the International Chamber of Commerce. Transport is for the risk and account of the customer.
- c. Any event of force majeure or event beyond the control of Flender BV (including strikes, lock outs, war (declared or undeclared), riots, natural disasters, epidemics, sabotage, acts of terrorism, third party attacks - for example hacker attacks -, transport delays caused by exceptional

weather conditions and actions, interventions or omissions of public authorities involved in the granting of licenses, clearances, approvals or permits) results in the suspension of the delivery deadline for the entire period during which that event rendered delivery within the agreed deadline impossible. If the event of force majeure lasts longer than 3 (three) months, Flender BV is entitled to terminate the contract.

- d. If delivery is delayed as the result of an event which occurs due to an act or omission of the customer, regardless of its cause, the customer shall automatically be liable to Flender BV for interest as a result of the delay as provided in art. 4 c). In addition, a storage indemnity equal to 0.5% (zero point five percent) per month commenced, calculated on the value of the goods concerned shall be payable.

- e. If a binding deadline for delivery is expressly agreed to in writing and Flender BV is solely and directly responsible for a late delivery and the customer can prove that it suffered a loss from such delay, the customer shall be entitled to liquidated damages of 0.5% (zero point five percent) of the value of the goods not delivered per week of delay. The total aggregate amount of liquidated damages will, however, in no event exceed 5% (five percent) of the value of the delayed goods. Customer's claims for damages due to delayed deliveries as well as claims for damages in lieu of performance exceeding these limits are excluded in all cases of delayed deliveries, even upon expiry of a time set to Flender BV to perform the supplies. Liquidated damages pursuant to this art. 5 e) shall be the exclusive remedy of the customer for late delivery.

- f. Partial deliveries are allowed.

- g. Flender BV must be notified by registered letter of any visible defects within 48 (forty-eight) hours after delivery in accordance with art. 5 b of these Conditions. Default of such notification shall have as consequence an exemption of the liability of Flender BV.

- h. All chapters of the Royal Decree dated 16th of March 2006 regarding the protection of workers against the risks of exposure to asbestos are fully applicable. Flender BV's scope of work (including scope of work of its subcontractors) does not include the following:
 - works on materials or products that contain or may contain asbestos;
 - works in environments containing asbestos fibers in ambient air;
 - removal and disposal of Asbestos Containing Materials (“ACM”) or Presumed Asbestos Containing Material (“PACM”);
 - use of special protective and preventive measures against any asbestos, ACM and PACM.

Prior to commencement of work at the site, the customer must notify Flender BV by means of a written document delivered by an independent, accredited institution whether or not the site has ACM or PACM present and/or ambient air samples for asbestos concentration (including any access routes and other areas shared by the personnel of Flender BV and/or any of its subcontractors) reveal the presence of asbestos fibers, in any concentration. Flender BV may notify the customer of any substantiated doubt and request the customer, at customer's costs, to measure the asbestos concentration in the ambient air or to assess asbestos contamination of the material in question using bulk sample technique. The measurements must be conducted by an independent, accredited institution and mutually agreed upon by the parties. Flender BV must also be entitled to measure or to ask an independent, accredited institution to measure the asbestos concentration in ambient air. In case the measurements reveal the presence of asbestos in the ambient air or if the assessment identifies ACM, the customer must reimburse Flender BV any costs demonstrably incurred for such assessments and measurements. The customer, at its expense, shall be obliged to arrange for, through a qualified institution or company, removal and disposal of ACM existing at site (including any additional working area) and removal of which is required for the performance of Flender BV's work. This shall as well apply to any ACM which existence was not known to the parties at the time Flender BV commences work at site, however which becomes obvious during the course of work performance. In case ACM is detected at site (including any additional working area) Flender BV is entitled to suspend work in affected areas without incurring any penalties, liquidated damages, liabilities or indemnities on its behalf. In case of suspension, Flender BV shall be entitled to a variation comprising an equitable adjustment in schedule, price, reimbursement of any costs incurred and other affected contractual provisions. The customer shall at all times be liable towards Flender BV for all direct and indirect damages caused by ACM.

6. Warranty

- a. The warranty period for defects is 12 (twelve) months starting from the date of delivery.
- b. After the end of the warranty period, Flender BV shall not be obliged to take any action in response to any claim of any kind based on the warranty. If the claim under the warranty is made within the period allowed, Flender BV may at its discretion either repair items delivered acknowledged as defective or replace them, wholly or in part. Costs incurred for disassembly and assembly of the goods supplied are for the customer's account. If the repair is not performed on the original site of delivery Flender BV may additionally charge transport costs and travel and accommodation expenses. Flender BV may request that an item needing repair be returned to its address or to an address, specified by it free of charge. Flender BV is entitled to rectify defects on its own initiative. The warranty period for repaired or replaced equipment expires at the same time as the period applicable to the original warranty on the original delivery, but shall not be less than 6 (six) months and not more than a period of 18 (eighteen) months from the delivery date.
- c. Flender BV shall not be liable for a defect a) if the customer or a third party carries out modifications or repairs to the goods and/or services delivered without prior authorization from Flender BV, b) if the customer has not immediately taken all appropriate steps to mitigate a damage caused by a defect, c) if the customer prevents Flender BV from remedying a defect, d) if the customer uses the goods or services for any other purpose than the purpose for which it was designed, e) if the customer failed to install and incorporate any enhancements provided by Flender BV which corrects such defect, f) if the defect results from normal wear and tear and consumables.
- d. If software is defective, Flender BV shall only be obliged to provide the customer with an updated version of the software in which the defect has been remedied when such updated version is reasonably available from Flender BV or, if Flender BV is only licensee, from Flender BV's licensor. If the software has been modified or individually developed by Flender BV, Flender BV shall in addition provide the customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the customer's business operations would be substantially impeded.
- e. For all sales of goods, the warranty for hidden defects in the sense of Articles 1641-1649 of the Civil code is limited to any hidden defect that:
 - (i) renders the goods impossible to use for their intended purpose; and
 - (ii) has been notified by registered mail within 5 (five) working days after its date of discovery or the date on which it should have been discovered.
 The regulations of paragraphs a), b) c) and d) above also apply to hidden defects as defined above.

7. Limitation of liability

- a. Flender BV rejects all liability for any damage as a result of a lack of supervision or maintenance, shocks, damp, corrosion, contamination, heating or as a result of the goods being used for purposes other than what they are intended for.
- b. Flender BV shall in no case be liable for loss of profit or revenue, loss of production, loss of use (definitively or temporarily), financial losses, cost of capital, loss of interest, loss of information and (digital) data, damages based on contracts between the customer and third parties, any indirect and immaterial damages, irrespective of the legal grounds upon which the customer's claim is based.
- c. Flender BV's aggregate liability in connection with the scope of application of these Conditions for both contractual and extra-contractual damages is in all cases limited to the amount of EUR 250.000 (two hundred fifty thousand euros) or the sales price, whichever is lower.

8. Transfer of ownership

Flender BV retains ownership of the sold goods until the customer has fulfilled all its obligations, including the paying of interest, compensation for damages and costs if applicable. Until that time the customer shall not offer goods as surety or sell them on.

9. Termination

Any failure by the customer to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for

receivership or when the customer meets the conditions for bankruptcy, including failure to pay any amount on its due date, entitles Flender BV to terminate all contracts with customer with immediate effect by sending a registered letter addressed to the customer, without Flender BV owing any compensation for damages. Termination renders it obligatory for the customer to return all equipment which has been delivered to it prior to termination. As set forth in this article, Flender BV shall be entitled to claim damages of not less than 20% (twenty percent) of the value of the order that will be paid by the customer upon first request of Flender BV, notwithstanding Flender BV's right to claim for actual damages.

10. Additional securities

If it appears that there is any doubt of any nature whatsoever relating to the customer's creditworthiness, Flender BV is entitled to demand that the customer offers corporate or personal guarantees, even if the contract originally signed did not mention such provision. The customer must furnish such guarantees within a reasonable period of time. If the customer does not provide the guarantees requested within that period of time, Flender BV may exercise the option of declaring the contract automatically terminated with immediate effect as mentioned in article 9.

11. Intellectual property rights

- a. All copyright, trademarks, patents and other intellectual property rights relating to the goods and services supplied shall remain at all times the sole and exclusive property of Flender BV and cannot be transferred to third parties without the prior written consent of Flender BV. Flender BV grants the customer a non-exclusive, non-transferable license to the use of drawings and other technical and commercial documents delivered to it under the contract.
- b. Flender BV' software is licensed according to individual licensing conditions or according to the applicable end user license agreement ('EULA') which will be provided together with the software. Such license is non-exclusive, non-transferable, and non-sub licensable. Flender BV' software shall be made available in object code on a data storage medium previously agreed upon. Source codes of any kind shall be supplied only if an express agreement to this effect has been concluded. The customer shall not modify or reverse engineer any software. Any standard software available on the market, which may be supplied by Flender BV, shall be integrated into the goods or as the case may be, handed over to the customer or ultimate recipient together with relating documentation as it has been delivered by the third party supplier. As for said standard software the relevant licensing conditions of the third-party suppliers concerned shall apply exclusively. In case the software contains Open Source Software ('OSS'), this will be communicated to the customer. The customer is entitled to use the OSS according to the license conditions applicable to the OSS.
- c. Drawings and other technical and commercial documents delivered to the customer under the contract may only be used for the agreed purposes and may only be copied or passed on to third parties with the specific written consent of Flender BV.
- d. Flender BV shall in the event of an intellectual property infringement either replace the goods and services that are subject to the infringement by goods and services that are not infringing or recover the goods and services and reimburse the price to the customer. This article shall constitute the entire and full liability of Flender BV in the event of an infringement of intellectual property rights.

12. Non-disclosure

All information exchanged between the parties with respect to these Conditions and the contract shall be treated strictly confidential, may not be disclosed to third parties in any manner whatsoever and will be used exclusively for the purpose of the contract. This obligation remains applicable for a period of 10 (ten) years after the contract has expired or has been terminated for whatever reason. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or court decision. Subject to the foregoing, Flender BV may disclose customer's confidential information to its subcontractors and affiliates. For the purposes of these Conditions, "affiliate" means any legal entity which is directly or indirectly controlled by Flender GmbH.

13. Transferability

The customer is not permitted to transfer its rights and obligations, partly or in full, under these Conditions to third parties without prior written permission from Flender BV. Similarly, permission is required from

Flender BV in the event of a merger, splitting, contribution or selling of a line of the business or as a whole, or any other similar action as well as in the event of a change in management. Flender BV reserves the right to transfer -the contract in full or in part to a company directly or indirectly controlled by Flender GmbH - without the necessity to obtain the customer's consent.

14. Export Control Regulations

- a. If customer transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Flender BV or works and services (including all kinds of technical support) performed by Flender BV to a third party worldwide, customer shall comply with all applicable national and international (re-) export control regulations. In any event customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.
- b. If required to conduct export control checks, customer, upon request by Flender BV, shall promptly provide Flender BV with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Flender BV, as well as any export control restrictions existing.
- c. Customer shall indemnify and hold harmless Flender BV from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by customer, and customer shall compensate Flender BV for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of customer. This provision does not imply a change in burden of proof.

15. Data protection

- a. Flender BV may, without restriction, save, process, use and reuse any data obtained in connection with the sales of goods or supply of services. Upon request of Flender BV, the customer shall promptly inform Flender BV in writing about the measures which the customer takes to fulfill its obligations under the applicable data protection laws. Flender BV shall take suitable technical and organizational measures to protect personal data received from the customer against loss and unlawful processing.
- b. The customer warrants towards Flender BV that (i) the data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Flender BV, and (iv) the data processing does not infringe any third-party rights. The customer agrees that it remains the contact point for data subjects and that it will inform data subjects hereof. The customer ensures that the personal data provided to Flender BV will be up-to-date and relevant for the goods sold or services supplied. The customer undertakes to inform Flender BV of any request of a data subject to rectify or to erase its data or to limit the processing of its data. The customer shall indemnify and keep indemnified Flender BV against all claims, proceedings or actions brought by a competent public authority or an individual against Flender BV arising out of any breach by the customer or any of its processors of any third party rights or its obligations under applicable data protection laws.

16. Cybersecurity

- a. The customer shall be solely responsible for the conception, implementation and maintenance of a holistic, state-of-the-art security concept to protect its enterprise, plants, systems, machines and networks (including the goods and/or services) against Cyberthreats. "Cyberthreat" means any circumstance or event with the potential to adversely impact the customer's plants, systems, machines and networks (including the goods and/or services) via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. Such concept should inter alia include:

- (i) installation of Updates as soon as they are available in accordance with the installation instructions given by Flender BV and using the latest version of the relevant software (this might include the purchase of upgrades of hardware and software by the customer). "Update" means any software which primarily contains a correction of software errors in the goods and/or services, an Update that fixes a vulnerability ("Patch") and/or minor enhancements or improvements of the goods and/or services, but does not contain significant new features. Use of versions that are

no longer supported, and failure to install the latest Updates may increase customer's exposure to Cyberthreats;

- (ii) complying with security advisories, installing Patches and implementing other related measures.
- (iii) regular vulnerability scanning, and testing, provided however, that (i) it is not performed while the goods and/or services are in use, (ii) the system configuration and security level of the goods and/or services are not modified; and (iii) if vulnerabilities are identified by the customer, the customer shall align with Flender BV, shall not refuse acceptance of the goods and/or services if Flender BV classifies the vulnerability to be irrelevant, and shall not disclose the vulnerability without the prior written consent from Flender BV;
- (iv) implementing and maintaining a state-of-the-art password policy;
- (v) only connecting the customer's systems, machines and components as well as the goods and/or services to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls, network client authentication and/or network segmentation) are in place and the manufacturers' guidelines are fulfilled;
- (vi) minimizing the risk of a malware infection (e.g. through content of USB-storage media and other removable storage devices connected to the goods and/or services) through malware scanners or other appropriate means.

b. Flender BV does not warrant or guarantee that the goods and/or services will be secure from Cyberthreats and does not contain any vulnerability.

17. Disposal of Waste Electrical and Electronic Equipment (WEEE)

The customer shall be responsible for the collection and disposal of the waste electrical and electronic equipment ("WEEE") resulting from goods procured by the customer under these Conditions at the end of their use phase at its own expense. The customer shall release Flender BV from the obligation to collect and dispose WEEE or finance such collection and disposal and indemnify and hold harmless Flender BV from any respective claims by third parties.

18. Reservation clause

Flender BV shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national and international foreign trade or customs requirements or any embargoes (or other sanctions).

19. Severability

If any provision of these Conditions is found to be wholly or partly illegal, invalid, void, voidable or unenforceable, to the extent of such illegality, invalidity, voidness, voidability or unenforceability, such provision shall be deemed severable and will be mitigated and amended to the extent required to render it lawful under applicable law, and the remaining provisions and the remainder of such provision shall continue in full force and effect.

20. Applicable law

Belgian law applies to these Conditions and the contract excluding any reference to any of its conflict of law rules as contained in international private law and excluding the UN Convention on Contracts for the International Sale of Goods (Vienna, 11th of April 1980). The safety regulations applicable to supplied goods are those in effect in Belgium at the time of the offer by Flender BV to the customer or on the date the customer's order was accepted by Flender BV.

21. Competent courts

Any dispute concerning the entering into force, the validity, interpretation, execution, suspension, termination and enforcement of these Conditions and the contract shall be exclusively resolved by the courts of the legal district Brussels.