

## GENERAL CONDITIONS OF SALE

### 1. SCOPE.

All of the sales, works, deliveries and services provided by MachinImmo, hereinafter abbreviated to MI, are subject to the following general conditions of sale. No conditions from the customer that differ from these general conditions of sale are accepted.

### 2. QUOTATIONS.

Except if otherwise provided, quotations provided by MI will be binding upon MI, for a period of one month. No such quotation may, under any circumstances, be invoked against MI as a pre-sale analysis by MI of the customer's operating conditions. Customers will determine for themselves which materials are to be delivered and will bear responsibility for their choice. Any new quotation issued by MI will cancel all previous quotes.

### 3. ORDERS.

Any order will only be binding on MI, if it is confirmed in writing by MI.

### 4. DELIVERIES.

- a. Materials will be delivered as provided for in the order.
- b. Delivery deadlines and performance dates are provided as an indication only and do not entail any commitment. MI will expend its best efforts to ensure that the deliveries and tasks are carried out on the date proposed or subsequently confirmed. Delays in deliveries do not entitle the customer to damages or interest.
- c. The customer is responsible for the indicated location of the installation. The customer will also make sure that the location of the installation has been fitted, at their own expense, with electrical cables and installations, as required in the manufacturer's brochure. MI will be granted free access to the location of the installation, granting MI the time needed to carry out the installation.
- d. MI cannot be held liable if a performance cannot be executed due to unforeseen circumstances or a case of force majeure or accident. Cases of force majeure or circumstances outside of MI's control, which shall include [non-exhaustively] strike, leave of absence, lack of staff, long-term work interruptions due to rain or sub-zero temperatures, causing the execution of the works to be delayed, interrupted or prevented, cannot lead to termination of the agreement nor to any damages being owed to or interests being accrued by the client. In that case, MI reserves the right to invoice the works, according to their state of execution, after which the works performed and materials delivered will become the responsibility of the client and will have to be guarded by the client.
- e. Any visible defect that is found in the delivery must be reported by the buyer on the carrier's transport bill. Goods may only be returned subject to MI's prior authorisation in writing. In order to be valid, any further complaints to MI must be sent by registered mail within eight days after receiving the equipment or software delivered.
- f. To the extent that installation is required, it will be performed by MI staff, or by staff authorised by MI, in accordance with its instructions.
- g. Delivery of materials causes the risk to transfer to the customer.

### 5. PAYMENTS.

- a. Invoices of MI are always payable at its company headquarters, net, without discount, within 30 days of the date of invoice, except if otherwise agreed.
- b. In case of partial or full non-payment of the amount owed on the due date, by operation and law and without a notice of default being required, the amount of the invoice is increased by an interest rate of 10% per annum, as of the due date.
- c. In case of partial or full non-payment of the amount owed on the due date, without a notice of default being required, the balance of the debt is increased by 10%, with a minimum of € 50.00 and a maximum of € 2,000.00, even in case deferral of payment is awarded and without detriment to the provisions enshrined in Art. 1244 of the Belgian Civil Code.
- d. Transport costs are charged at a flat fee of € 215.00, hours worked at € 85.00, unless explicitly agreed otherwise. All prices are exclusive of VAT.
- e. All collection and protesting costs related to an accepted or protested bill of exchange will be borne by the customer. Presenting a bill for acceptance does not change the place of payment; when drawing a bill, MI, in addition, does not waive any of the abovementioned rights and drawing a bill will never be construed as novation.
- f. Complaints do not entitle customers to terminate the agreement, nor to fully or partially suspend payment.
- g. Any delay in payment, for whatever reason, will, by operation of law, and without requiring a prior notice of default, cause all outstanding debts to become payable, even those that had not yet become due.

- h. In case of non-payment, MI reserves the right to suspend performance of all on-going orders until payment is effected. MI also maintains the right, in case of non-payment, to halt the works, without the customer being entitled to any type of compensation.

#### 6. LIABILITY OF MI.

- a. If MI fails to uphold an obligation resulting from this agreement, it will, under no circumstance, be required to pay any compensation that is more than 10% higher than the purchase price of the material as indicated above.
- b. The customer declares that MI will not be liable for any extraordinary, accidental, indirect or additional damage or any loss of profit, income or data, even if MI was informed of this loss or damage.

#### 7. RETENTION OF TITLE.

MI will retain ownership of what is delivered, under all circumstances, until such time the agreed on price, including taxes and any interests, has been paid in full.

#### 8. WARRANTY.

The equipment and software delivered pursuant to this agreement are delivered with a warranty against manufacturing and production errors, only for the period described in the purchase order and/or tender, starting on the date of delivery.

The warranty consists of a proper repair or replacement of the components that are acknowledged by MI as being defective or, as the case may be, adjusting software until it functions properly, according to the specifications mentioned on the purchase order. However, MI cannot guarantee that the equipment and software will function in an uninterrupted fashion and free from defects.

MI can never be held liable, by anyone, for any direct or indirect damage or any consequential damage due to loss of data or data integrity impairment.

If the customer makes changes to the equipment, for example to connect equipment supplied by other suppliers and/or makes changes to the software and connections, he does so at his own risk and cost.

MI is not liable for defects in the operation of the software it delivers resulting from incompatibility with the customer's hardware.

MI is not liable either for the damage [direct or indirect] resulting from defects in the operation of software other than MI's software, not even when it is, in one way or the other, connected to MI's software, or resulting from defects in the hardware.

The customer acknowledges having been informed that any intervention required by the customer from MI may cause the customer's operational activities to be unavailable for the duration of this intervention, without MI being required to pay any compensation.

#### 9. COPYRIGHT.

Unless otherwise agreed in writing, MI's software or part of it may be copied, subject to MI's prior approval, for archiving purposes only, to replace a damaged copy or to analyse software errors. If this provision is breached, MI is entitled to damages which is budgeted at ten times the purchase price of the software in question.

#### 10. TERMINATION IN CASE OF BREACH BY THE CLIENT.

If the customer fails to comply with his obligations, MI is entitled to dissolve the agreement, without any legal proceedings being required, for the part of the order not yet carried out and/or not yet paid.

This dissolution will take place 24 hours after MI sending a registered letter stating its intention.

Without prejudice to MI's right to claim for higher damages, the client will, in this case, owe at least a flat fee in damages that is equal to 25% of the agreed on price.

For the purposes of this article, a breach of the obligations by the client will include, inter alia, failure to pay an amount owed within 30 days of a reminder being sent by registered mail.

#### 11. JURISDICTION.

This agreement is governed by Belgian law.

All disputes, regardless of their nature, will be the exclusive competence of the courts of the Court District of Ghent.