

GENERAL TERMS AND CONDITIONS OF SALE AERZEN BELGIUM

Article 1: General provision

The following conditions apply to all tenders, agreements and deliverers of Aerzen Belgium NV, with registered office at A. De Coninckstraat 11, 3070 Kortenberg, hereafter "Aerzen". Any countervailing conditions on the part of the customer are expressly excluded and cannot affect the validity or application of our general terms and conditions unless we expressly agree otherwise in writing.

Article 2: Tenders

All our tenders are free of obligation. Tenders may be revised, inter alia when the prices of raw materials and/or wages and costs rise. Aerzen reserves the right to check the creditworthiness of the customer and to adjust or withdraw the conditions in the tender accordingly. All our prices are net "ex works" and exclusive of taxes unless stated otherwise. All current and future taxes and additional levies and costs, of whatever kind, associated with the execution of the agreement shall be borne by the customer. Where applicable, price increases due to exchange rate fluctuations will always be borne by the customer.

Article 3: Orders

Orders only become final after explicit written confirmation from Aerzen.

Article 4: Deliveries

The standard delivery terms are FCA, Kortenberg, according to the Incoterms 2020. Consequently, all our deliveries take place at the risk and cost of the customer. If another agreement is made and confirmed on our order confirmation, this latter agreement will apply. The delivery times are only indicative and do not give the customer any right of redress unless explicitly deviated from in writing. Even if a time has been specifically agreed between the parties, all delays due to circumstances beyond our control shall be considered force majeure.

The delivery and the delivery times we specify are the times the goods are ready for dispatch from the Aerzen Belgium warehouses in Kortenberg.

Aerzen Belgium will invoice you for the costs resulting from any request for postponed delivery. Specifically, these are:

- 10 Euro per m2 and per month for the storage area in the Aerzen warehouses.
- 0.25% per month of the stored capital as insurance against damage and theft
- 1% of the outstanding invoice amount per month as loss of capital.

These additional costs are listed separately on the invoice and will be charged per month started. This storage period is deducted from the guarantee period.

Article 5: Force Majeure

Force majeure refers to all circumstances that arise beyond the control of the parties and which prevent the execution of the agreement, including but not limited to labour disputes, fire, mobilisation, epidemics, seizure, embargo, prohibition of foreign exchange transfer, insurrection, acts of terrorism (including cyber attacks), shortage of the means of transport, general scarcity of raw materials, delays on the part of suppliers and restrictions in energy consumption.

The party appealing to force majeure will immediately notify the other party in writing of both its circumstances and ending. The execution of the agreement can be suspended for the duration of the circumstances invoked, it being understood that the agreement can be terminated prematurely if the circumstances invoked last more than 30 days.

The occurrence of one of these circumstances removes all liability from both Aerzen and the customer.

Article 6: Conformity and complaints

In order to be legally valid, complaints about the quality and conformity of the delivered goods must be made known to us in writing and supported by reasons, within 8 calendar days of delivery, before the goods are processed and within 24 hours of delivery in case of damage in transit. In the event of a claim for damage due to transport which might be insured under the global insurance program, the damage must be reported immediately to Aerzen accompanied by documents of proof (pictures, testimonials,...). In the absence of a complaint within the aforementioned period, the customer is deemed to have accepted the delivered goods in full. This acceptance covers all visible defects. Any non-visible defects will be treated in accordance with the provisions of Article 7. Complaints related to defects, the cause of which is foreign to the nature of the goods, can never be considered. The customer accepts that deviations may occur in the dimensions and quantities of the delivered goods. The usual tolerances then apply. Returns can only be made at the expense and risk of the customer and with the prior written consent of Aerzen. The returned goods will otherwise be either refused or stored at the customer's risk.

Article 7: Guarantee

Aerzen guarantees that the goods sold, insofar as they are produced by Aerzen or Aerzener Maschinenfabrik GmbH and as such are provided with a type plate, are free from defects. The goods may not be used outside the operating parameters given on this type plate. Goods not manufactured by Aerzen, with the exception of spare parts, fall under the guarantee conditions specified by their manufacturer.

This guarantee only applies under the following conditions.

a. The guarantee lasts:

- for new machines: for 12 months after delivery
- for repairs: for 6 months after delivery for spare parts and working hours
- for separately-purchased parts subject to wear : there is no guarantee except for obvious defects found on opening the packaging and subject to the provisions of Article 6. In any case, there is a maximum duration of 6 months after delivery and the parts must be in their unused condition/original packaging.

b. Should any part of the goods sold reveal a defect during the guarantee period, if Aerzen was notified of in good time and if Aerzen acknowledges this defect, it will either be repaired free of charge or the defective part will be replaced free of charge, at Aerzen's option. Aerzen then becomes owner of the replaced parts. However, if the goods sold are set up abroad, the travel and transport costs incurred will be borne by the customer.

c. However, the guarantee obligation does not apply if the customer carries out work on the goods or has them performed by a third party without Aerzen's prior written approval.

d. The customer is obliged to use and maintain the goods normally in accordance with the instructions for use and/or maintenance instructions. The guarantee obligation therefore does not apply if the defect is caused by misuse or by defective or insufficient maintenance of the goods by the customer or a third party. This applies in particular to the safety valve and the oil.

e. The customer must notify Aerzen in writing of any defect under penalty of forfeiture of the guarantee within 3 working days after the defect was either discovered or should reasonably have been identified.

f. Compensation is limited to compliance with the guarantee obligations under the above conditions.

Aerzen is in no way liable for direct or indirect damage, on contractual or extra-contractual grounds, of whatever nature, suffered by the customer as a result of defects in or malfunctioning of the goods.

In particular, Aerzen is not obliged to pay any compensation for any damage to commercially used goods or for losses related to the customer's professional activity. Under no circumstances can the customer claim termination of the agreement. The customer indemnifies Aerzen against all claims by third parties based on or related to the execution of the agreement.

g. The guarantee does not apply to consumables, including but not limited to filters, oil, or belts, that need to be replaced regularly according to the maintenance instructions.

h. Guarantee requests must always be made in writing and will only be declared admissible if the customer approves the confirmation e-mail sent by Aerzen.

Article 8: Payment

All invoices are payable in Euros in Leuven (Louvain), in cash and without discount, unless stated otherwise.

Failure to pay on the due date and without prior notice of default entails by law a late payment interest of 12% per annum, a 10% increase in the outstanding invoiced amount and EUR 50 minimum lump sum compensation.

Failure to pay one invoice on the due date results in accelerated payment of all other outstanding invoices.

In addition, all deliveries will be suspended without further notice until the outstanding invoices are paid, even if these affect other agreements. The fact that interest is stipulated does not prevent payments from being due on their due date.

Article 9: Termination clause

Aerzen can, legally and without prior proof of default, with no period of notice and without (severance) compensation, suspend or terminate any agreements that have been concluded but not yet executed if:

- The customer is declared bankrupt or appears insolvent
- The customer is placed under provisional administration
- All or parts of the customer's goods are seized or retained by third parties
- The solvency of the customer is compromised in any other way that means their continued operation can no longer be guaranteed
- The customer takes any action that could seriously damage Aerzen's reputation

In the above cases, all outstanding invoices become due immediately. In addition, compensation of 20% of the price of the agreement, with a minimum of EUR 500, will be due.

Article 10: Health, Safety and the Environment:

The customer complies with applicable safety, health and environmental regulations and standards relating to the goods and their use, including Aerzen's procedural rules under ISO9001.

Customers are required to decontaminate the goods that come into contact with toxic or hazardous gases before they are sent to Aerzen for maintenance or repair, failing which Aerzen will have the goods decontaminated by a third party at the customer's expense. The customer is also liable for any adverse consequences or damage resulting from non-compliance with this provision.

Article 11: Data protection legislation

Aerzen will at all times treat the personal data that it records, either in the course of executing the agreement or with a view to entering into an agreement, confidentially and guarantee its integrity. Aerzen employees who have access to the personal data are bound to confidentiality, as are third parties such as processors. Aerzen employees and third parties will only have access to the personal data to the extent necessary for the performance of their tasks. Aerzen respects the obligations arising from EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data, repealing EC Directive 95/46/EC (the Dutch "AVG", which is the General Data Protection Regulation "GDPR" in English).

The customer will respect the General Data Protection Regulation when recording personal data, including the personal data of Aerzen employees, during their contact with Aerzen and will therefore treat this personal data confidentially and maintain its integrity at all times. The customer's employees are bound by a confidentiality obligation and will only have access to the personal data they strictly need in order to perform their tasks.

Article 12: Intellectual property rights

The intellectual property rights, of whatever nature, connected to the specific product and process information that Aerzen discloses to the Customer for the execution of the order, remain the property of Aerzen.

Article 13: Retention of title

The goods delivered remain the property of Aerzen until the customer has fulfilled all their obligations under the agreement, particularly the full payment of the price. As long as the customer remains in default, whether wholly or in part, they do not have title to the goods and Aerzen can take them back at any time.

Article 14: Applicable law and jurisdiction

All agreements to which the present general terms and conditions apply, as well as all disputes ensuing from them, are exclusively governed by Belgian law, unless expressly stipulated otherwise. The courts where Aerzen's registered office is located have exclusive jurisdiction for all disputes that may arise in connection with these agreements, unless expressly agreed otherwise in writing.

Article 15: Severability

If any provision of these general terms and conditions - or of the agreement to which they apply - is declared wholly or in part illegal, void or unenforceable under the applicable legislation, this will not render null, invalid or unenforceable the other provisions of these general terms and conditions.