

## GENERAL TERMS AND CONDITIONS

### Article 1: Scope

- 1.1.** These general terms and conditions will govern the contractual relationship between SURTECHNO NV, 3900 Overpelt, Siberiëstraat 5, company number 0473.892.807, hereafter 'SURTECHNO' and the client.
- 1.2.** These terms and conditions will be applicable to all services and all invoices sent by SURTECHNO to the client, as well as to all agreements between SURTECHNO and the client. The terms and conditions form an integral part of the agreement with the client. Any aberration from these terms and conditions will need to be agreed to in writing.
- 1.3.** These terms and conditions will take precedence over those issued by the client or any third party, even if SURTECHNO has not explicitly rejected their use.
- 1.4.** The applicability of these terms and conditions is agreed to by the client, merely by the fact that the client has granted an assignment to SURTECHNO or has concluded an agreement with SURTECHNO.
- 1.5.** In the event that one or more clauses of these terms and conditions should be deemed entirely or partially null and void, this will not entail the nullity of the remaining terms and conditions. Parties will replace the void clause by a valid clause that will correspond to the original intentions of the parties.

### Article 2: Quotation, price and execution

- 2.1.** The content of the quotations of SURTECHNO is confidential. The blueprints, calculation notes and other documents that are transferred to the customer during the execution of the agreement remain the exclusive property of SURTECHNO. These documents may not be used for purposes other than those for which they were transferred and may therefore not be entrusted or communicated by the customer to third parties.
- 2.2.** The shipment of a tool by the customer to SURTECHNO implies the agreement of the customer with the quotation and / or the terms and conditions.
- 2.3.** All prices will be stated in euro (excluding VAT). Any increase of the VAT rate and/or any other charge in between the placement of the order and the execution thereof will be borne by the client.

**2.4.** SURTECHNO reserves the right to correct any typos regarding its quotations. SURTECHNO is permitted to change its prices unilaterally if those price adjustments are due to circumstances beyond her control, e.g. changes regarding VAT, taxes and customs, costs of delivery, purchase, materials etc. This list of circumstances is solely exemplary and in no way restrictive.

**2.5.** The indicated prices apply to an Ex Works delivery of non-packaged goods, unless expressly agreed otherwise. All customs duties, taxes, shares, fees and license costs are at the expense of the customer.

**2.6.** The blueprints, drawings or additional information in whatever form attached to the quotation do not bind SURTECHNO with regard to the details of the execution of the services. The customer is responsible for any differences between the CAD communicated by the customer and the actual condition of the tool. In the event the offer is accepted by the client, any changes to the CAD made by SURTECHNO will be made under supervision and under responsibility of the customer. The customer is expected to have checked the CAD continually.

**2.7.** The customer must inform SURTECHNO in time and at the latest 5 (five) days before the anticipated delivery date of all marking and call instructions. If the client does not comply to this deadline, SURTECHNO will be entitled to charge additional costs.

### Article 3: Payment

**3.1.** The invoices are continuously payable at the registered office or SURTECHNO, unless expressly agreed otherwise between the parties.

**3.2.** The invoices need to be paid within eight (8) days following the invoice date, unless parties have explicitly agreed otherwise.

**3.3.** In case an invoice is not paid on its due date, interests at a rate of 10% will be due from that due date onwards, automatically and without the obligation for SURTECHNO to send the client a letter of demand.

Furthermore, in this case the invoice will be augmented by liquidated damages amounting to 10% of the original invoice amount, with a minimum of 125,00 EUR per invoice.

**3.4.** Any letter of protest regarding invoices will need to be addressed to the registered office of SURTECHNO by registered mail within eight (8) calendar days following the receipt of the invoice.

**3.5.** In the event that an invoice is not paid, all other outstanding invoices, even if their due date has not yet been reached, will be exigible automatically and without the obligation to send a letter of demand.

**3.6.** In the event of late payment of an invoice, SURTECHNO reserves the right to immediately stop the rendering of the services and resume them only after payment of all outstanding and exigible invoices.

**3.7.** If the solvency of the customer is affected for any reason, a.o. when the credit insurer would refuse to issue a credit limit for the customer or would withdraw it, SURTECHNO is entitled to demand a replacement guarantee to secure payment of the price and to suspend any delivery until the requested security has been established.

#### **Article 4: Retention of title**

All goods sold remain the property of SURTECHNO as long as the full price has not been paid.

#### **Article 5: Retention right**

SURTECHNO has a right of retention to all that she holds for or on behalf of the customer, if and for as long as the customer does not or not fully pay the price or costs regarding the concerned goods, including any damages, interests and costs which are due by the customer. This right of retention is exclusive and can never lead to consequential damages.

#### **Article 6: Risk**

At the time of delivery, all risks pass to the customer and all costs will be borne by the customer.

#### **Article 7: Intellectual property**

Only SURTECHNO owns the intellectual property rights with regard to the services provided. The intellectual property rights of SURTECHNO are never transferred to the customer.

#### **Article 8: Confidentiality**

The client undertakes not to disclose any confidential information that he/she will receive from SURTECHNO. Whether or not certain information will be considered to be confidential, will be conveyed by SURTECHNO to the client prior to the communication thereof. In this respect, SURTECHNO explicitly refers to the content of article 2.1.

#### **Article 9: Delivery**

**9.1.** The delivery of goods will take place by making them available to the customer at the studios of SURTECHNO, unless otherwise expressly agreed.

**9.2.** The delivery dates are merely indicative and are therefore not binding, unless expressly agreed otherwise. Delays in delivery or execution can never be invoked in order to claim any

compensation, cancellation of an order or termination of the agreement.

#### **Article 10: Termination and annulment**

**10.1.** The agreement between the parties will be terminated automatically, on the part of the client, in case of liquidation, dissolution or death of the client.

**10.2.** The client can only cancel an agreement if SURTECHNO has not yet started with the execution of the services. This cancellation must be done in writing. In such case, liquidated damages equal to 30% of the agreed total amount will be due to SURTECHNO, without prejudice to SURTECHNO's right to obtain a higher compensation.

**10.3.** In case of refusal of receipt upon delivery, liquidated damages equal to 30% of the invoice amount will also be due to SURTECHNO.

#### **Article 11: Liability**

**11.1.** SURTECHNO is not liable for damages of any kind, except for its wilful misconduct and/or gross error. Should SURTECHNO be held liable for any damages, this will only entail direct damages and never indirect damages or consequential damages. In any case, the amount of any compensation due by SURTECHNO will be limited to the amount invoiced and received by SURTECHNO for the disputed order with a maximum of 25,000.00 EUR.

**11.2.** The client will safeguard SURTECHNO for any claims from third parties regarding damages as mentioned in this article.

**11.3.** In any case SURTECHNO will only have an obligation to use best endeavors / obligation of means.

#### **Article 12: Force majeure**

**12.1.** SURTECHNO cannot be held liable in situations of force majeure (such as war, strike, lock-out, power grid failures, theft, fire, logistical problems for third parties, etc.) which might lead to SURTECHNO's inability to fulfil its obligations (in time).

SURTECHNO's obligations will be suspended for the duration of the situation concerned. Should the situation of force majeure for SURTECHNO persist for more than fourteen (14) days, SURTECHNO will have the right to terminate the agreement with the customer, without being liable for any compensation.

#### **Article 13: Complaints**

**13.1.** Any complaints regarding visible defects must be reported to SURTECHNO immediately upon delivery and confirmed by registered mail within three (3) days after collection or delivery.

**13.2.** Any complaints regarding hidden defects must reach SURTECHNO by means of registered mail within seven (7) days after discovery of the hidden defect. If the provisions on the sale of consumer goods are applicable, this period is limited to two (2) months.

**Article 14: Data Protection**

**14.1.** SURTECHNO deems it important that personal data is handled carefully. Consequently, she seeks to organize adequate protection of this data by taking appropriate technical and organizational measures.

SURTECHNO abides by the provisions of the General Data Protection Regulation (GDPR).

**14.2.** If the nature of the cooperation between SURTECHNO and the customer so requires, they will conclude a processor agreement.

**14.3.** Further provisions concerning the policy regarding data protection of SURTECHNO are included in her Privacy Statement, which can be consulted on her website.

**Article 15: Applicable law and competent jurisdiction**

**15.1.** The agreements and relationships between SURTECHNO and the customer are exclusively governed by and must be interpreted in accordance with Belgian law.

**15.2.** For all disputes regarding the existence, validity, interpretation, execution or termination of such agreement, only the courts of the judicial district of Limburg, division Hasselt are competent.