

1 General

- 1.1 "Exmore" refers to the company Exmore NV (Belgian VAT number BE0458961042).
- 1.2 These terms and conditions apply to Exmore's sale and provision of equipment, as well as to maintenance services provided by Exmore.
- 1.3 By placing an order with Exmore in any manner, such as through an order form, email or fax, and/or by entering into a maintenance service agreement, the customer declares that he has read and accepted these terms and conditions as attached to Exmore's offer or order confirmation.
- 1.4 Special conditions set out in the offer and in the order confirmation by Exmore or in the maintenance services agreement take precedence over these terms and conditions. These terms and conditions take precedence over any of the customer's terms and conditions, even if the customer communicates them later. After the order confirmation, these terms and conditions may only be amended with Exmore's express written agreement.

2 Offer – order – order confirmation

- 2.1 All of Exmore's offers and quotations are free of obligation. The term of validity of the offer is always specified in the offer. All offers relate to specific—but not future—orders, unless the offer states otherwise.
- 2.2 When ordering equipment according to the customer's specifications, the customer must provide Exmore with the full set of contract documents, including all designs, technical specifications and instructions, before the start of the project, as stated in the order confirmation. Exmore will confirm receipt of the contract documents to the customer. The contract documents only form part of the agreement with the customer if expressly confirmed by Exmore. In the absence of contract documents or the event of any ambiguity, Exmore will carry out the order to the best of its best professional judgement as a professional manufacturer and seller of equipment. The sketches that Exmore sends to the customer are purely illustrative. The customer is liable for any additional costs or other consequences such as delays in deliveries that have arisen in connection with or as a result of the absence of contract documents or any inaccuracies or ambiguities therein.
- 2.3 A multi-component price indication in the offer does not oblige Exmore to deliver a part of the order at a corresponding proportion of the quoted price.
- 2.4 The agreement with the customer is not concluded until it has been confirmed in writing by Exmore (hereinafter referred to as "the Agreement").
- 2.5 At the time of the conclusion of the agreement and for the duration of the agreement, the customer must inform Exmore of any legislation applicable in the country where the delivery of the equipment or the performance of the services is to take place, which could have any influence on Exmore's performance of its obligations under the agreement and, in particular, the legislation concerning transport, taxes and public charges as well as product safety which may relate to the equipment.
- 2.6 Unless specifically stated otherwise, the equipment to be delivered will comply with the laws and regulations applicable to Exmore.

3 Price

- 3.1 The purchase price is the price stated in the order confirmation.
- 3.2 All prices are VAT exclusive and do not include any costs such as delivery, transport or insurance costs unless explicitly stated otherwise.

4 Payment terms

- 4.1 An agreed advance is due upon placement of an order. In the absence of special payment terms in the offer, the customer must pay the full price based on Exmore's invoice.
- 4.2 Unless otherwise stated on the invoice, the amount is payable by bank transfer to the account listed on the invoice.
- 4.3 Invoices are payable and due on the due dates stated therein. Where the payment term is not stated on the invoice, the invoices are payable and due within 30 days of the invoice date. In the event of late payment, interest on arrears of 1% per month of the total invoice amount will be due by operation of law and without the necessity of a prior notice of default. Partial payments will first be applied to the interest due. Exmore is also entitled to lump sum compensation to cover any losses it suffers as a result of out of court recovery. The compensation mentioned above shall amount to 10% of the unpaid sum, with a minimum of EUR 125 per invoice.
- 4.4 Non-payment of a single invoice by its due date will automatically result in all other invoices issued by Exmore becoming immediately due and payable, even those that are not yet overdue.

5 Delivery

- 5.1 The goods will be delivered at the time and place provided for in the special conditions of the Agreement.
- 5.2 The risks are transferred to the customer at the time of delivery under the applicable Incoterms.

6 Putting the equipment at customer's disposal

- 6.1 Exmore may put the equipment at the customer's disposal before the placement of an order, for instance in order to allow the customer to determine the technical specifications for his specific purposes or to exhibit the equipment at trade fairs.
- 6.2 The equipment will be made available with or without payment under the special terms and conditions set out in the order and order confirmation. Among other things, the order confirmation will stipulate the period within which the equipment will be made available to the customer.
- 6.3 The delivery of the equipment to provide access to it will take place under the conditions laid down in article 5.
- 6.4 Upon delivery, an official report will be drawn up describing the condition of the equipment. Both parties must sign the official report. By signing the official report, the customer confirms the correctness of the findings contained in the official report. In the absence of a written record, the equipment will be deemed to have been made available in a new, faultless state.
- 6.5 The cost of transporting the equipment is always borne by the customer unless otherwise stated in the order confirmation.

7 Complaints in the event of non-conformity of the equipment with the Agreement

- 7.1 The customer must check the goods at the time of delivery. If the customer discovers any visible defects and/or non-conformities of the goods with the Agreement, he must notify Exmore of this immediately upon delivery. The customer will be deemed to have accepted the equipment if he fails to report any defects without delay.
- 7.2 Any defects other than visible defects and/or non-conformity of the goods with the Agreement must be reported to Exmore no more than seven days from the time when the customer should have discovered the defects and/or non-conformity, failing which the customer's rights will expire.
- 7.3 The customer must never return equipment to Exmore without Exmore's written permission.

8 Insurance

- 8.1 The customer must take out insurance to cover all damage to the equipment and/or its loss for the entire period in which the equipment is in his possession without him becoming the owner thereof (yet), particularly in the following cases:
- (a) If the customer receives the equipment in accordance with article 6 of these terms and conditions;
- (b) In the event of purchase by the customer, as long as the customer has not paid the full price and costs so that the equipment remains the property of Exmore under article 8.3 of these terms and conditions.
- 8.2 The insurance must at least cover the full purchase price for the specific equipment.
- 8.3 The customer must provide proof of insurance at Exmore's first request.

9 Retention of title

- 9.1 The delivered equipment will remain the property of Exmore until full payment of the price, costs and interest, as well as any other amounts due under the special conditions or with these terms and conditions, even if the equipment has been modified.
- 9.2 The customer must inform Exmore if the equipment is placed in an area rented by the customer or in an area rented by a third party or in a room under the authority, in any form, of a third party. The customer must also inform Exmore of the identity and address of the domicile or registered office of the lessor or third party. If the customer places the equipment in an area under the authority of a third party, the customer must inform this third party of Exmore's ownership of the equipment.

10 Repairs

During the period that Exmore retains ownership of the equipment, as well as during the warranty period and for the duration of the maintenance agreement, the equipment must only be repaired by Exmore or a repairer appointed by Exmore.

11 Guarantees

Exmore reserves the right to require appropriate guarantees or securities from the customer, such as the establishment of a pledge on a part of the customer's property, a bank guarantee or a documentary credit, in the event that any enforcement action is taken against the customer and/or other events that in any way complicate and/or render impossible the performance of the Agreement by the customer.

12 Warranty on delivery of equipment

- 12.1 Exmore grants a 1-year warranty on the equipment it supplies unless specifically agreed otherwise. This period commences at the time of delivery of the equipment and is not interrupted or suspended by any interruption in the use of the equipment by its repair or replacement.
- 12.2 The warranty only covers defects caused by the inadequate quality of material and parts produced or recommended by Exmore, design errors or other incorrect production of the equipment sold by Exmore.
- 12.3 The warranty is limited to the repair or replacement of the equipment.
- 12.4 The warranty is limited to the cost of Exmore employees' working hours and replacement parts. Travelling time expenses of Exmore staff, shipment of the equipment or travel and accommodation costs incurred by Exmore staff are payable based on the invoice presented by Exmore to the customer.
- 12.5 No warranty is given if:
- (a) the customer uses the equipment inexpertly or not in accordance with its intended use, in particular if he fails to follow Exmore's instructions and recommendations for use of the equipment, as well as for use of any suitable fluids or chemical substances for the operation of the equipment;
- (b) the customer uses parts other than those produced or recommended by Exmore;
- (c) the customer makes changes or repairs to the equipment or has them made by a third party without Exmore's prior written approval;
- (d) the defect is the result of an intentional or grossly negligent act or omission by the customer or by a third party for whose actions Exmore is not responsible;
- (e) the defect is the result of normal wear and tear of the equipment;
- (f) the customer has not taken immediate measures to prevent or limit the defect.
- 12.6 If the customer wishes to use the warranty offered by Exmore, he must immediately notify Exmore thereof in writing. Exmore will provide the customer with a repair number. The customer must always state this number when returning the equipment and when communicating with Exmore about the warranty. Exmore will not accept returns without the repair number.
- 12.7 The customer must clearly describe the defects and provide Exmore with a list of the repairs already carried out. In the absence of a description, Exmore will return the equipment to the customer in the same condition as Exmore received it. The customer must deliver to Exmore the equipment to be repaired in its original packaging or, in the absence of such packaging, suitably packaged.

- 12.8 If the equipment delivered to Exmore for repair is found not to be defective or was not purchased from Exmore, the customer will bear the return costs and Exmore will also charge the customer a lump sum compensation in the amount of EUR 150, without prejudice to Exmore's right to claim higher compensation if the losses it has suffered exceed the amount of the fixed sum compensation. This compensation covers losses suffered by Exmore as a result of the customer's unjustified return of the equipment.
- 13 Warranty on maintenance services**
- 13.1 In the case of maintenance services provided by Exmore under a maintenance contract and in the case of maintenance services provided by Exmore on the basis of a payable intervention, Exmore offers a warranty that the maintenance will be carried out correctly and with due care.
- 13.2 This warranty is valid for one month from the end of the maintenance. If the maintenance work is interrupted in the circumstances provided for in the maintenance service agreement, the warranty period for maintenance work carried out before the interruption will commence no later than one month after the start of the interruption.
- 13.3 If during the warranty period, the serviced machine, any part of it or the parts supplied by Exmore are found to be defective or inoperable as a result of the maintenance work carried out or as a result of the parts supplied by Exmore, Exmore will replace or repair these parts at its discretion. The customer forfeits his right to repair or replacement if he fails to inform Exmore as soon as the defects occur.
- 13.4 Exmore's warranty does not cover defects arising during maintenance work carried out by the customer's personnel or by third parties, except in cases of gross negligence on the part of Exmore's personnel in connection with supervision or instructions.
- 13.5 No warranty is given in the cases provided for in article 12.5.
- 14 Confidentiality**
- The Agreement and all pre-contractual documents such as the offer and the order confirmation are confidential. The recipient of the documents will not disclose them to any third party without the prior written consent of the Party transmitting the documents, and guarantees that its staff or any third party under its authority will also comply with this duty of confidentiality.
- 15 Force majeure and unforeseen circumstances**
- 15.1 A force majeure event means any event not caused by Exmore that makes it impossible for Exmore to continue to perform its obligations under the Agreement. Force majeure includes, but is not limited to, natural disasters such as storms, floods, drought, armed conflicts, social unrest (e.g. strikes), criminal offences, power failures, communication interruptions, accidents (e.g. fire or explosion), or government interventions such as embargoes or fiscal measures. This list is not exhaustive.
- 15.2 Unforeseen circumstances refer to any change in circumstances occurring or becoming known to the parties outside Exmore's reasonable control after the conclusion of the Agreement which, at the time of the conclusion of the Agreement, could not reasonably be expected to occur. In particular, unforeseen circumstances refer to, but are not limited to, events resulting from changes of an economic, financial, technical, political or legal nature, such as changes in transport tariffs, production costs, raw materials, and which do not constitute force majeure, that disrupt the economic balance of the Agreement either because Exmore has increased the cost of performance or because the value of the performance obtained by Exmore has decreased. The above examples of unforeseen circumstances are not exhaustive.
- 15.3 Exmore will notify the Customer of the case of force majeure or unforeseen circumstances—and of its intention to invoke this provision—expressly, in writing and as soon as possible, but in any event no later than three working days from the date on which it becomes aware or should reasonably have become aware of a case of force majeure or unforeseen circumstances. Failure to inform the customer on time will only result in the consequences described in article 15.4.
- 15.4 Invoking a force majeure event relieves Exmore of any contractual or extra-contractual liability from the moment of occurrence of such an event or, in the absence of notification within the period provided for in article 15.3, as of the date of the effective notification to the customer. An event of force majeure will result in the dissolution of the purchase agreement, and the parties will no longer be obliged to fulfil their obligations under this agreement. Following a case of force majeure, the maintenance to be carried out under the maintenance agreement will be postponed until the force majeure event ends.
- 15.5 Within ten days of the occurrence of the unforeseen circumstances, Exmore is entitled to expect the customer to enter into negotiations to agree on alternative contractual terms which the Parties consider appropriate and fair in the circumstances. Each Party undertakes to conduct these negotiations in good faith to reach a mutually acceptable agreement. In the absence of such agreement within eight weeks of the occurrence of the unforeseen circumstances, Exmore is entitled, with written notice to the customer, to suspend its performance of the Agreement for a maximum period of 12 months. If at the end of this period, the unforeseen circumstances remain unchanged and the Parties have not reached an agreement, the Agreement will immediately be terminated without notice and liability for any damages.
- 15.6 Without prejudice to the cases of force majeure and unforeseen circumstances as defined in this article, the parties are obliged to fulfil their obligations under the Agreement, regardless of whether the performance thereof is more onerous for either of the parties.
- 16 Dissolution of the contract – compensation clause – suspension of performance**
- 16.1 If the customer fails to fulfil his obligations—his payment obligations, in particular—if the customer fails to provide the security referred to in the article 11 or to provide proof of insurance in accordance with the article 8, Exmore has the right to dissolve the contract unilaterally and without any notice of default and without judicial intervention. In the event of dissolution, Exmore will also be entitled to fixed damages for the loss it has suffered as a result of the customer's failure to comply with its obligations. This fixed compensation is an amount equal to the net price of the equipment, without prejudice to Exmore's right to claim higher compensation if the loss suffered exceeds the amount of the fixed compensation.
- 16.2 Exmore also has the right to suspend the execution of current orders following prior notice of default to which the customer has failed to respond or respond adequately within 14 days from the date on which it was sent. In this case, the customer will not be entitled to any compensation. Exmore also reserves the right to claim fixed damages of 10% of the gross order price (including VAT) from the customer, without prejudice to Exmore's right to claim greater damages if the loss it suffers exceeds the sum of the fixed damages.
- 16.3 The customer has the right to cancel the order for any reason, subject to written acceptance by Exmore. In the event of such cancellation, the customer must pay Exmore a fixed compensation to the amount of 20% of the gross order price (including VAT). This compensation covers the losses suffered by Exmore as a result of the cancellation. Exmore reserves the right to claim full compensation from the customer if the loss suffered exceeds the amount of fixed compensation.
- 16.4 If Exmore fails to perform its obligations under the Agreement, the customer must grant Exmore a reasonable amount of additional time for the performance of the obligations. The customer must explicitly warn Exmore that Exmore's failure to fulfil its obligations within the grace period will entitle the customer to terminate the Agreement and receive payment of the sums already paid. If the customer fails to grant Exmore a reasonable amount of additional time and/or to issue the warnings, the customer forfeits the right to terminate the contract unilaterally. The customer's right to any compensation is governed by articles 15 and 17.
- 17 Liability**
- 17.1 Exmore cannot be held liable for any indirect damages suffered by the customer, including, but not limited to, loss of production, loss of use, loss of profits, loss of opportunities or orders from third parties, or losses in connection with intellectual property rights violations. This limitation of liability does not apply in cases of fraud or gross negligence.
- 17.2 If the maintenance is incomplete or not carried out to the highest standards, Exmore will complete the subsequent maintenance free of charge and/or repair the damage to the machinery in question free of charge.
- 17.3 In all cases, Exmore's liability is limited to 2% of the amount of the price paid by the customer in case of a purchase agreement and to the net annual maintenance cost of the machines in case of the maintenance agreement.
- 17.4 Exmore cannot be held liable for any losses or delays that the customer may suffer as a result of the failure to submit contract documents or of inaccuracies or ambiguities in the contract documents not clarified by the customer within a reasonable time as stated in article 2.2. Exmore is also not liable for any losses resulting from the customer's failure to correctly communicate the applicable legislation referred to in article 2.5 or for losses that could result from the use of third party parts in the equipment.
- 17.5 Exmore cannot be held liable for any losses resulting from the suspension of maintenance work due to the absence of safe working conditions for its personnel.
- 17.6 The customer will be held liable for any damage caused to the equipment during the shipment of the equipment for repair or after the delivery of the equipment to the customer to make it available under article 6. All defects, other than those specified by the customer as a reason for the necessary repair under article 12.7, will be deemed to have arisen during or before the shipment of the equipment, unless the customer, in the presence of an Exmore representative, has documented such defects in an official report signed by both parties prior to the return of the equipment. Exmore will always invoice the customer for any repair work.
- 17.7 The customer is also liable for any losses that Exmore may suffer as a result of failure to comply with the customer's obligations under the maintenance agreement, particularly any losses resulting from the inability to carry out the planned maintenance at the agreed time. In such a case, the customer agrees to pay Exmore a lump sum compensation of EUR 680. This compensation covers the damage suffered by Exmore as a result of the inability to carry out the maintenance. Exmore reserves the right to claim full compensation from the customer if the loss suffered exceeds the amount of lump sum compensation.
- 18 Applicable law – disputes**
- 18.1 The Agreement and all disputes relating to the Agreement are governed by Belgian law.
- 18.2 Courts of Antwerp shall have exclusive jurisdiction to hear and decide all disputes relating to the Agreement.
- 18.3 All costs incurred by Exmore in connection with legal proceedings for the recovery of any amounts owed by the client, including, but not limited to, lawyers' or experts' fees, will be borne by the client.
- 19 Final provision**
- The invalidity of one or more provisions of these general terms and conditions will not affect the validity of the remaining provisions.