

GENERAL TERMS AND CONDITIONS PROVAN BV

1. General

- 1.1 Without prejudice to the application of any specific conditions in a separate written agreement, these general terms and conditions apply to every offer, quotation, order confirmation, order form or agreement between the private company PROVAN, with registered office at Troisdorflaan 22, 3600 Genk and company number 0463.077.307 (hereinafter "PROVAN"), and its client (hereinafter the "Client"). In case of contradiction between these general terms and conditions and any separate written agreement, the provisions of the written agreement will prevail.
- 1.2 The Client accepts to have read the general terms and conditions and declares to accept them. Acceptance of these general terms and conditions also implies that the Client fully waives the application of its own general (purchase) terms and conditions. The legal relationship between the Client and PROVAN and all related matters are exclusively subject to the following documents: (in hierarchically descending order, the following in the absence or silence of the preceding) (i) each separate written agreement; (ii) the order confirmation or confirmation of assignment; (iii) the quotation; (iv) these general terms and conditions; (v) Belgian law.
- 1.3 If any provision of these general terms and conditions should be unenforceable or in breach of any provision of mandatory or public policy, this shall not affect the applicability and enforceability of the other provisions of these general terms and conditions, nor the applicability and enforceability of that part of the provision in question which is enforceable or lawful. In such case, the parties shall negotiate in good faith to replace the unenforceable or provision in breach with an enforceable and legally valid provision that most closely matches the purpose and intent of the original provision.

2. Description of the services to be executed and the goods to be delivered

A description of the services to be executed and/or the goods to be delivered is included in a separate assignment or order confirmation and/or separate agreement between PROVAN and the Client. Without prejudice to what is stated in these general terms and conditions, the Client acknowledges and accepts the technical limitations, guarantee limitations and any other remarks and reservations regarding the services to be executed and/or the goods to be delivered, as included in the quotation, the order confirmation and/or the separate agreement between PROVAN and the Client.

3. Price lists, quotations and orders

- 3.1 All PROVAN's price lists, quotations and contract proposals are without commitment, are for information purposes only and are not binding for PROVAN as long as no consensus has been reached. PROVAN works with a limited stock and will therefore only order the necessary resources and/or raw materials after the agreement has been concluded. As a result, prices are dynamic until the agreement is concluded and depend on the available stock and time of purchase. A consensus is reached and the agreement is consequently concluded when PROVAN sends an order confirmation or a confirmation of assignment. Any order from the Client for goods to be delivered and/or services to be executed is only binding for PROVAN after written acceptance thereof.

- 3.2 A price list, quotation or contract proposal is only valid for the specific order or assignment and therefore does not automatically apply to subsequent (similar) orders and/or assignments. A quotation is only valid for the period of time stated on the quotation, unless explicitly agreed otherwise. If no duration is mentioned on the quotation, the period of validity of the quotation is fifteen (15) calendar days.
- 3.3 The delivery periods are provided for information purposes only and therefore not binding. Unless explicitly agreed upon otherwise in writing and without prejudice to article 6.1, a delay in the provision of services and/or the delivery cannot give rise to any penalty, compensation or cancellation of the order or assignment.

4. Price and payment

- 4.1 The execution of services and the delivery of goods are being invoiced at the prices and conditions stated in the quotation, order confirmation and/or agreement.
- 4.2 Unless explicitly agreed otherwise, the prices PROVAN states are expressed in Euros and are exclusive VAT as well as other taxes and charges, transport and insurance costs, which are entirely at the expense of the Client.
- 4.3 If, after the initial order, the Client wishes to make changes to the assignment or the order, these changes will only be implemented if (i) PROVAN explicitly agrees to this in writing and (ii) the Client accepts that PROVAN may charge the Client all of the price adjustments and costs resulting from the changes.
- 4.4 Currency fluctuations, increase in (raw) materials costs, increases in prices charged by PROVAN's suppliers, wages, salaries, social security contributions, government-imposed costs, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums and other objective causes that require a price increase, may lead to a price increase. PROVAN will always inform the Client of such a price increase in advance.
- 4.5 Each cancellation of an assignment or order must be in writing and is only valid if accepted in writing by PROVAN. In the case of cancellation accepted by PROVAN, PROVAN is entitled to charge a fixed compensation of 30% of the total price of the order or commission, with a minimum of two hundred and fifty (250) euros, or to claim compensation for the damage suffered.
- 4.6 Unless otherwise stipulated in the agreement or on the invoice, PROVAN's invoice is payable in cash at its registered office no later than 30 calendar days after the invoice date in the currency stated on the invoice. The invoice is payable net. The exchange rate risk, bank and other costs are payable by the Client. Set-off by the Client is expressly excluded.
- 4.7 In case of total or partial non-payment of an invoice on its due date, the Client is automatically and without prior notice: (i) due to pay interest on the unpaid invoice amount according to the Belgian legal interest rate increased by 2%, which interest cannot be lower than 12% on a yearly basis, and this for each already started month, regardless if a legal procedure is started; (ii) due to pay a lump sum of 10% of the unpaid invoice amount, with a minimum of 50 EUR and (iii) due to pay all extrajudicial (e.g. collection costs) and judicial costs (e.g. summons costs and honoraria) that PROVAN has to incur in order to force the Client to (timely) comply with its obligations. Payments will be allocated as follows: (i) the (extra)judicial costs; (ii) the lump sum; (iii) the due interests and finally (iv) on the capital sum. Unless otherwise

agreed, payments to intermediaries, such as agents and representatives, are considered non-existent.

- 4.8 In case of non-payment of an invoice on its due date, all other claims against the Client that are not yet due become immediately payable by rights and without prior notice. In case of late or incomplete payment, PROVAN furthermore reserves the right to suspend the deliveries and/or execution of all work in progress, without prior notice and without compensation, until PROVAN has received full payment, possibly increased by interests and costs.
- 4.9 Invoices must be protested in writing within 7 calendar days following the invoice date. Any protest concerning quantities, quality or execution, made after the date stated, shall be considered inadmissible. Protesting the invoice does not suspend the Client's payment obligation.
- 4.10 If at any time PROVAN has doubts about the credibility of the Client due to legal actions taken against the Client, start of an insolvency procedure, non or late payment of one or more invoices and/or any other verifiable event that could damage the trust in the credibility of the Client, PROVAN reserves the right to suspend the work and/or deliveries still to be executed and to demand an advance payment, or to ask for (other) securities. If the Client refuses to comply with PROVAN's request, PROVAN reserves the right to terminate the agreement in accordance with Article 8.
- 4.11 The goods delivered by PROVAN remain the property of PROVAN up until full payment of the invoice, including costs, interest and damages, even if these goods have been altered or incorporated. All risks are the responsibility of the Client. The paid advances remain acquired as compensation for possible losses in case of resale. If the Client processes or resells the goods belonging to PROVAN, the Client immediately assigns to PROVAN all claims resulting from this resale as a pledge.
- 4.12 The drawing and/or acceptance of bills of exchange or other negotiable documents, does not imply a renewal of debt and does not constitute a deviation from these terms and conditions.

5. Acceptance and complaints

- 5.1 The Client undertakes to examine the services executed and the goods delivered upon delivery and to verify whether their quality corresponds to what was agreed. By accepting the delivery of the ordered goods, the Client confirms that the delivery is in accordance with the quotation, order confirmation and/or delivery note. Any visible defects must be immediately reported in writing to PROVAN, at the latest within 5 calendar days after the delivery. After this period, all goods and services are considered to have been accepted, so that protests after this date are deemed inadmissible. Acceptance covers all visible defects, i.e. all defects that the Client could have noticed at the time of delivery or during the following 5 calendar days by means of a careful and serious examination.
- 5.2 Complaints regarding hidden defects must be notified in writing to PROVAN, under penalty of being inadmissible, within a period of 48 hours after discovery of the defect, or when the Client should have reasonably discovered the defect. Complaints regarding hidden defects are in no case accepted after the expiry of the applicable warranty period in accordance with Article 7, and the applicable warranty conditions therein.
- 5.3 Every complaint by the Client shall mention the following information: article number, production number, number of rejected articles, description of the problem.

- 5.4 In case of complaints timely and correctly reported to PROVAN, PROVAN will, at its own choice and discretion: (i) replace or repair the defective goods and/or services, insofar as the same goods and/or services can still be supplied. If the defective good is no longer in stock, PROVAN may choose to provide the Client with an equivalent of the defective good; (ii) credit an amount corresponding to the nature and extent of the defect in question and to the price provided in the order confirmation, or (iii) terminate the agreement and reimburse any payments made by the Client. The Client acknowledges that each of these measures constitute full and adequate compensation for any possible damage resulting from any defects and accepts that the execution of these measures cannot be considered as an acceptance of liability by PROVAN.

6. Liability

- 6.1 If PROVAN (including its employees or appointees) is to be held liable towards the Client for any reason, then this liability is limited to what is stated in this article and in the applicable legislation. PROVAN is only liable for the inadequacy of the work performed and/or goods delivered and for damages caused as a result of the execution of the agreement, if and insofar as these damages are caused by its serious or intentional fault or fraud. For other errors PROVAN is not liable, without prejudice to what is stated in article 5.
- 6.2 If PROVAN is held liable for any damage, PROVAN's liability is limited to a maximum of 100% of the invoice value in question, or to that part to which the liability relates.
- 6.3 PROVAN is only liable for foreseeable direct damage. PROVAN is never liable for indirect or immaterial damage, including but not limited to consequential loss, loss of sales, sales or profit, loss of customers, missed savings, unsaleability of goods and damage to third parties.
- 6.4 The Client indemnifies PROVAN for any claims from third parties, who suffer damages in connection with the execution of the agreement and whose cause is not attributable to PROVAN.
- 6.5 The Client, and not PROVAN, is liable to the Client's own customers (hereinafter referred to as the "End User") for the complete delivery of the goods ordered, and is also responsible for correctly and completely informing the End User about the terms of use of the goods delivered by PROVAN.
- 6.6 PROVAN will in no case be held liable for any damage resulting from, such as but not limited to, incorrect assembly, installation, connection, use or maintenance of the goods delivered.
- 6.7 All goods are delivered EX Works (EXW - Incoterms 2020), unless otherwise agreed upon in writing.

7. Warranty

- 7.1 Any warranty claim by the Client will only be processed by PROVAN after written notification in accordance with Article 5 and after receiving the damaged goods at PROVAN's registered office. These warranty claims are then assessed by PROVAN and/or its suppliers.
- 7.2 Notwithstanding the mandatory legal rights of consumers regarding the sale of consumer goods, the goods supplied by PROVAN are under warranty for a period of 6 months starting from the date of delivery regarding latent defects.
- 7.3 Any warranty is invalid if the damage to the delivered goods is the result of insufficient maintenance, improper assembly, installation or use of the goods in accordance with the terms of

use and maintenance, or if the Client makes changes or repairs to the delivered goods without PROVAN's prior consent.

7.4 The Client is responsible for the burden of proof of the damages.

8. Termination

8.1 PROVAN is entitled to terminate the agreement with the Client at any time, with immediate effect, without judicial authorisation, without prior formal notice and without payment of any compensation, in the following cases: (i) if the Client, despite written notice to this effect after thirty (30) calendar days, remains in default with regard to the (timely and proper) fulfilment of one or more obligations arising from the agreement (in particular that stated in Article 4 with regard to payment); (ii) in the event of a cessation of payments or (the application for) bankruptcy or any other insolvency procedure by the Client as provided for in Book XX of the Belgian Economic Code (iii) in the event of liquidation or cessation of the activities of the Client; (iv) if (part of) the assets of the Client are confiscated; or (v) if the Client refuses to make a prior payment and/or provide other securities requested by PROVAN in accordance with Article 4.10.

8.2 In the event of rescission, the Client shall be liable for lump sum compensation of 30% of the total price of the order or assignment, without prejudice to the right to prove higher damage.

9. Force majeure and hardship

9.1 PROVAN is not liable for a shortcoming in the fulfilment of its obligations caused by force majeure or hardship.

9.2 Force majeure includes all circumstances that are unforeseeable or unavoidable at the time of concluding the agreement and which create the impossibility for PROVAN to fulfil its obligations under the agreement. Such as but not limited to war, natural circumstances and/or disasters, epidemics, pandemics, weather damage, fire, confiscation, illness, strike, staff shortage, exhaustion of stock, machine failure, lock-out, electrical, computer, internet or telecommunication failures, hacking, cyber-attacks, government decisions or interventions (including the refusal or cancellation of a permit or licence), fuel shortages, delays at and/or bankruptcy of suppliers or other third parties whose services/goods PROVAN relies on.

9.3 Hardship includes all circumstances that occur and which would make the execution of the agreement financially or otherwise more demanding or difficult than could be reasonably foreseen, or which would disturb the contractual balance reached in the agreement, negatively affecting the desirability for PROVAN of (a part of) that agreement.

9.4 In case of force majeure or hardship PROVAN may, at its own choice and discretion, without prior notice or judicial intervention being required, and without any right of recourse against PROVAN: (1) temporarily suspend the execution of its obligations; (2) terminate the agreement between PROVAN and the Client out-of-court, if the agreement cannot be executed for more than three (3) months due to force majeure, or (3) renegotiate the terms under which the agreement is executed. If the Client does not participate in good faith in these renegotiations, PROVAN may, in accordance with Article 11, ask the competent court to determine new contract terms and/or condemn the Client to compensation.

10. Privacy

10.1 Parties commit to comply with the currently applicable international and national privacy legislation being (i) the Regulation (EU) 2016/679 of the European Parliament and of the

Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (ii) the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

10.2 PROVAN will only request the personal data of its Clients that are necessary for the purpose of its processing. PROVAN will only process personal data based on a legal basis. The Client grants PROVAN permission to include the personal data supplied by the Client in an automated database. This data will be used and processed in accordance with PROVAN's Privacy Statement (to be consulted at <https://provan.be/en/privacy-policy>).

10.3 PROVAN will take all necessary measures to protect the personal data of its Clients and will not transfer it to third parties without being legally permitted to do so.

10.4 The Client may always request access, correction, deletion, restriction, transmission of their data:

- by post: PROVAN BV, Troisdorflaan 22, 3600 Genk
- by e-mail: info@provan.be

11. Applicable law and jurisdiction

11.1 All agreements to which these general terms and conditions apply, as well as all other agreements resulting from them, are exclusively governed by Belgian law, unless agreed upon otherwise in writing.

11.2 All disputes arising between the parties concerning agreements that are subject to these general terms and conditions, are exclusively subject to the jurisdiction of the Commercial Court of Antwerp, Division Tongeren.

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