



SIMAC NV General terms and conditions of sale

GENERAL

1. General terms and conditions of sale: scope

1.1 The current General terms and conditions of sale shall apply to all Quotes and agreements whereunder Belgian public company SIMAC NV - hereinafter the 'supplier' - provides the client with any goods and/or services of whichever nature under whichever name. The General terms and conditions of service shall equally apply in the event of maintenance to equipment and/or Special terms and conditions agreed upon between the supplier and the client. The Special terms and conditions of sale shall prevail in the event that the General terms and conditions of sale or the General terms and conditions of service conflict or are irreconcilable with any stipulation agreed between the supplier and the client.

1.2 Any deviations and additions to the current General terms and conditions shall only apply if they have been agreed upon in writing by the parties. Details as to the execution of the agreement must always be communicated to the other party in writing and sent to the address mentioned at the top of the agreement.

1.3 The client's purchasing and other terms and conditions shall not apply.

1.4 In the event that any stipulation in the current terms and conditions should be invalid or should become null and void, the remaining stipulations herein shall remain in undiminished effect.

In said event the supplier and the client shall consult each other with the aim of agreeing any new stipulations to replace the invalid or null and void one, whereby they shall keep in mind the purpose and scope of the invalid or null and void stipulations.

2. Quotes and purchase & sale

2.1 All quotes and other communication from the supplier are without obligation, unless indicated otherwise by the same.

2.2 The client is responsible for the correctness and completeness of any details provided to the supplier on behalf of himself and used by the supplier as a basis for his quote. The client shall take the utmost care at all times that the requirements which the supplier's services must comply with, are correct and complete. Any measurements and details indicated on drawings, images, websites, data sheets, in catalogues, quotes, publicity materials, etc. shall not be binding on the supplier, unless expressly indicated otherwise by the same.

2.3 Our quotes shall be valid for acceptance maximum 30 days after their date of issue, unless indicated otherwise in said quote.

2.4 The supplier sells any goods to the client in accordance with their nature and number, agreed in writing between the parties.

2.5 The client bears the risk for the selection of any goods bought by him. The supplier shall be responsible for the goods being suitable for normal use upon delivery and for their compliance with the specifications agreed in writing between the parties.

The supplier shall not be responsible for the goods being suitable for any use envisaged by the client, unless any purposes for the use of the goods are clearly specified without reservation in the written agreement between the parties.

2.6 The agreement shall in no event comprise any assembly and installation materials, software, spare parts, batteries,

stamps, ink (cartridges), toner products, cables and accessories, unless agreed upon by the parties in writing.

2.7 The supplier shall not be responsible for the correctness of the goods' assembly and installation instructions or their instructions for use and for the fact that the goods may not have the characteristics specified in said instructions.

3. Price and payment

3.1 All prices are excluding VAT and any other government-imposed levies and taxes. Unless agreed otherwise, all prices are indicated in euro and payable equally in euro.

3.2 Any pre-calculated amounts and estimates from the supplier are only indicative, unless the supplier specifies otherwise in writing. The client shall not derive any rights or expectations from any such pre-calculated amounts or estimates. Any budget communicated by the client to the supplier shall never constitute a (fixed) price for the services agreed by the parties and to be rendered by the supplier.

Only if the parties agree in writing shall the supplier be held to inform the client of the imminent exceeding of any pre-calculated amount or budget by the supplier.

3.3 In the event that the client consists of multiple natural persons and/or legal entities, each of said persons or entities shall be jointly and severally held to the payment of any amounts owed under the agreement.

3.4 The relevant documents and information from the supplier's administration or systems shall provide all the necessary evidence as to the services provided by the supplier and the amounts owed by the client for the same, without prejudice to the client's right to provide counterevidence.

3.5 If the client's payments are due periodically, the supplier shall have the right to adjust his prices in writing with at least three months' notice. Should the client not agree with such adjustment, he shall be entitled to terminate the agreement in writing within thirty days after said notice and by the date whereon the adjusted prices are due to come into effect. However, the client shall not be entitled to terminate the agreement if the parties previously agreed that the prices should be adjusted based on an index or other mutually agreed metric.

3.6 The parties shall determine the date or dates whereon the supplier is to invoice his fee for the agreed services in their agreement.

Any amounts owed by the client shall be paid within thirty days after invoice date, unless agreed otherwise.

The client shall not be entitled to suspend any payment or deduct any amounts owed to him by the supplier from the invoiced amounts.

3.7 Should the supplier carry out other work or services upon request or with prior consent of the client and such work or services fall outside the content or scope of the work and/or services agreed between the parties, said work or services shall be paid by the client in accordance with the agreed fees and, if such are lacking, in accordance with the supplier's usual fees.

The supplier shall never be obliged to comply with any request and may require a separate written agreement to be signed for any such request.

3.8 The client hereby accepts that the agreed or expected time of completion of the services and the client and supplier's mutual responsibilities may be affected by any work or services as meant in the current article. The fact that (a request for) additional work occurs during the execution of the agreement shall never be grounds for the client to terminate or dissolve the agreement.



SIMAC NV General terms and conditions of sale

3.9 Insofar as a fixed fee is agreed for the services, the supplier shall inform the client in writing about the financial consequences of any extra work or services as meant in the current article, if the client requests the same.

3.10 If the client fails to (timely) pay any amounts owed, he shall equally owe statutory interest on any outstanding amounts without such requiring any reminder or notice of default.

Should the client still fail to pay after a reminder or notice of default, the supplier shall be able to pass his claim onto any third party, in which event the client shall pay all legal and other costs and fees on top of the amounts owed by him, including all costs charged by external experts.

4. Delivery of ICT, telecommunications and office equipment, and other goods

4.1 The goods sold to the client by the supplier shall be delivered to the former's storage facility.

Only if agreed in writing shall the supplier deliver the goods or have them delivered to any other place indicated by the client. In said event, the supplier shall inform the client, if possible with sufficient time before delivery, of the time at which he or the transport company is planning to deliver the goods. Any delivery times indicated by the supplier are indicative only.

4.2 Unless explicitly agreed otherwise, the purchasing price of the goods shall not include any costs for transport, insurance, towing, hoisting, rental of temporary material, etc.

4.3 The supplier shall package the goods in accordance with the usual standards applicable to him. Any additional packaging costs shall be payable by the client, if the latter requires the goods to be packaged in any particular way. The client shall dispose of any packaging materials resulting from the goods delivered by the supplier in a way that complies with any and all government rules and regulations. The client shall hold the supplier harmless for all third-party claims due to non-compliance with said regulations.

If the client wishes the supplier to remove old equipment and materials (such as networks, cabinets, cable ducts, packaging materials, equipment) or if the supplier is obliged to do so, the supplier may accept said request with a formal written assignment and in exchange for the usual fee.

4.4 The supplier shall install/have installed the goods, configure/have them configured and/or connect/have them connected if the parties agree the same in writing. Any obligation as to the installation and/or configuration of equipment by the supplier shall not include data conversion and software installation.

4.5 The supplier shall carry out his services according to his best efforts, unless and insofar as the written agreement explicitly allots the supplier with a sufficiently described result.

4.6 The supplier is not responsible for any mandatory permits.

4.7 The supplier has the right to execute the agreement in several partial deliveries.

5. Demo installation of ICT, telecommunications and office equipment, and other goods

5.1 The supplier shall only be held to provide a demo installation of the products the client is interested in if agreed by them in writing.

The supplier may attach (financial) conditions to such demo installations. 'Demo installation' shall be understood as the temporary set-up of products in a standard design, excluding any accessories, in a space put to the supplier's disposal by the client, and before the client decides whether to purchase the products at the applicable prices or not.

The client is responsible for the use, damage, theft or loss of any products that are part of said demo installation.

6. Trade-in of ICT, telecommunications and office equipment, and other goods

6.1 In the event that a Trade-in scheme is set up for the replacement of old equipment by new, which involves submitting old equipment in exchange for any discounts or refunds, the client shall carefully comply with the conditions of said Trade-in at the risk of forfeiting any discount of refund.

6.2 Unless otherwise agreed, the price invoiced shall be the full price excluding any discount or refund for the Trade-in. Only after full compliance with the Trade-in scheme shall the discount or refund be granted by way of credit on the client's account.

7. Delivery terms

7.1 All (delivery) terms and dates indicated or agreed by the supplier shall be determined to the supplier's best knowledge and based on the information known to him upon the signing of the agreement. Any intermediate (delivery) dates indicated by the supplier or agreed between the parties shall always be considered as intentional (delivery) dates, shall not be binding on the supplier and shall be indicative only.

The supplier shall make all reasonable efforts to adhere to the latest (delivery) terms and dates as much as possible.

The supplier shall not be bound by any (delivery) term or date that cannot be met due to circumstances outside his control which occurred after he entered into the agreement. Neither shall the supplier be bound by any (delivery) term or date if the parties have agreed on a change to the content or scope of the agreement (additional work, change to the specifications, etc.) or have changed the approach to the execution of the agreement.

If any term is in danger of being exceeded, the supplier and the client shall consult each other in order to discuss the consequences thereof for the remainder of the planning.

7.2 Merely exceeding any (delivery) term or date indicated by the supplier or agreed between the parties shall not render the supplier in default. In all cases - therefore also in the event that the parties have agreed on a latest (delivery) term or date in writing - the supplier shall only be deemed in default due to exceeding such a term or date, once the client has served him with a formal written notice of default. Said notice of default shall contain a description as complete and detailed as possible of the shortcomings, so that the supplier can react in an adequate manner.

8. Consultancy, project management and installation

8.1 The supplier shall provide the services to the best of his ability, if needed in accordance with any agreements and procedures established in consultation with the client. The supplier shall carry out his services to his best efforts, unless and insofar as the written agreement explicitly allots the supplier with a sufficiently described result.

8.2 The turnaround of any assignment is contingent upon various factors and circumstances, such as the supplier's efforts, the quality of the data and information provided by the client and the co-operation of the client and any relevant third parties. The supplier, therefore, wishes to make any assignment turnaround non-binding, unless agreed otherwise in writing.

8.3 If the parties have agreed that the services are to be delivered in phases, the supplier shall be entitled to delay the commencement of the services in one phase until the client has approved the results of any preceding phase in writing.

SIMAC NV General terms and conditions of sale

8.4 Only if agreed in writing is the supplier held to following up any justified and timely instructions given by the client when executing the services.

The supplier shall not be obliged, however, to follow up any instructions that change or add to the content or scope of the agreed services. Any work involved shall be paid for in accordance with the supplier's usual fees, if such instructions are not followed up.

8.5 In the event that the service agreement was entered into with a view to it being carried out by any person in particular, the supplier shall at all times have the right to replace said person with one or more other persons with the same or similar qualifications after consultation with the client.

8.6 The employees deployed by the supplier shall have the qualifications agreed in writing with the client.

8.7 If the supplier provides the services based on any information to be delivered by the client, the latter shall prepare said data in accordance with the supplier's conditions and deliver the same on his own account and at his own risk. The client is responsible for the correctness and completeness of any and all materials, data, software, procedures and instructions provided by him to the supplier for the latter to carry out the services. The client must furthermore ensure that all data carriers provided to the supplier comply with the latter's specifications.

8.8 Unless explicitly agreed otherwise with the client, the supplier shall only provide his services on and any planning and work shall be based on the fact that any work by the supplier is only performed on the usual working days and at the supplier's usual hours.

8.9 Unless otherwise agreed in writing, the use made by the client of any recommendations given by the supplier shall always be on his own account and at his own risk.

8.10 In any case, the burden of proof concerning the issue that the supplier's services and the results thereof do not comply with what was agreed in writing or do not coincide with what might be expected from a reasonably trading and competent supplier, shall wholly rest on the client, without prejudice to the supplier's right to provide counterevidence with all means.

9. Reporting for consultancy, project management and installation

9.1 The supplier shall periodically inform the client through his designated contact person with regard to the execution of the work in the way agreed in writing. The client shall notify the supplier in writing in advance of any circumstances that are/could be important to him, such as the way of reporting, any issues the client wishes the supplier to pay attention to, the client's priorities, the availability of resources and staff of the client and any particular facts or circumstances that might not be known to the supplier. The client shall ensure that the information provided by the supplier is passed on through the client's organisation and shall equally assess said information on said basis and inform the supplier thereof.

9.2 If the employee deployed by the supplier is part of a project or steering group with one or more persons designated by the client as well, the provision of information will be done in the way determined by said project or steering group. Any decisions made in such a mutual project or steering group shall only be binding on the supplier, if the decision is reached in accordance with what the parties have agreed in writing or, if a written agreement is lacking, once the supplier has accepted the decisions in writing. The supplier shall never be held to accept any decision if such in his judgement cannot be

reconciled with the content of the parties' agreement. The client shall be responsible to ensure that the persons he designates to be part of the project or steering group, which also include persons of the supplier, are authorised to take binding decisions for him.

9.3 To ensure continuity of the work, the client shall designate one or more contact persons for the duration of the work by the supplier. Any contact persons of the client shall have the required experience, specialist knowledge and insight into the envisaged aims of the client.

9.4 Without the supplier's prior written consent, the client shall not have the right to inform any third parties about the supplier's way of working, working methods and techniques and/or the content of any recommendations or reports of the same. The client shall not disclose any recommendations or reports of the supplier to any third parties or make them public in any other way.

10. Warranty

10.1 Materials are subject to a warranty of 12 months from their delivery date.

The supplier shall repair any material and manufacturing faults in the equipment as well as any parts delivered under warranty to the best of his ability, within a reasonable period of time and free of charge, though only if such faults are described in detail and brought to his attention within one month after being established within the warranty period. If repair is not possible in the supplier's reasonable judgement, if such repair will take too long to complete or if the cost thereof would be disproportionately high, the supplier shall have the right to replace the equipment free of charge with other, equivalent though not necessarily identical equipment.

Any data conversion necessary due to repair or replacement shall not be subject to the warranty. All replaced parts shall become the supplier's property. The obligation arising from the warranty shall not apply if defects in the equipment or any parts thereof are, wholly or partially, the result of inappropriate, negligent or unauthorised use, any *force majeure* event, such as fire or water damage, or if the client makes changes or has changes made without the supplier's consent to the equipment or any parts thereof delivered by the supplier under warranty. However, the supplier shall not refuse such consent on unreasonable grounds.

10.2 Any non-conformity of the delivered goods alleged by the client that differs from or exceeds the non-conformities stipulated in section 10.1 above shall be excluded. The client may not, in any case, base himself on the non-conformity of the delivered goods, if and insofar as the law denies him to do so.

10.3 The costs for work and repairs outside the current warranty shall be invoiced by the supplier in accordance with the usual tariffs.

10.4 The supplier shall not be obliged to repair defects brought to his attention after expiry of the warranty period meant in section 10.1 above, unless the parties have entered into a maintenance agreement containing such an obligation.

11. Equipment from third parties

11.1 In the event that and insofar as the supplier delivers any equipment of third parties to the client, the third party's terms and conditions shall apply to said equipment in exclusion of any deviating stipulations in the current General terms and conditions, provided that the supplier informs the client in writing of the existence of said third party's terms and conditions. The client hereby accepts the third party's terms and conditions which he may consult at

SIMAC NV General terms and conditions of sale

the supplier's premises or which can be sent to him free of charge upon request. The stipulations in the current General terms and conditions shall apply in full, if and insofar as said third party's terms and conditions are, for whichever reason, deemed or declared not to apply.

12. Confidentiality and non-poaching of employees

12.1 The client and supplier shall take care that all information either party receives from the other and of whose confidential nature they know or should reasonably know, is kept secret. The party who receives such confidential information shall only use it for the purpose it was provided to him.

Any information indicated as confidential by either party shall in any case be treated as such.

12.2 For the entire duration of the agreement as well as one year after the end thereof, each party shall obtain prior written permission from the other party if he wishes to hire any employees of the other party who are/were involved in the execution of the agreement or if he wishes such employees to work for him directly or indirectly. Said permission may be made contingent upon special conditions.

13. Privacy, data processing and security

13.1 If the supplier deems it important for the execution of the agreement, the client shall inform the supplier in writing without delay of the way in which he carries out his obligations with regard to the rules and regulations concerning the protection of personal information.

13.2 Unless the client proves the facts that form the basis for any claim are exclusively down to the supplier, the client shall hold the latter harmless for any and all claims from persons whose personal information has been registered or is processed within the framework of any registrations held by the client or for which the latter is responsible in any other way in accordance with applicable rules and regulations.

13.3 The client shall bear all responsibility for any information processed through the use of a service provided by the supplier. The client shall be responsible vis-à-vis the supplier to ensure that any content, use and/or processing of information is not unauthorised and does not violate any rights of third parties. The client shall hold the supplier harmless for any and all claims of third parties, on whichever grounds, with regard to said information or the execution of the agreement.

13.4 If the supplier is obliged to provide any form of data security based on the agreement, said security shall comply with the security specifications as agreed in writing between the parties. The supplier shall be responsible at all times for the efficacy of such data security under all circumstances. Should an explicit description of such data security be lacking in the agreement, the security level provided shall be not unreasonable, in view of the available technology, the sensitivity of the information and the costs the security measures entail.

13.5 The supplier shall have the right to assign any access and identification codes to the client if computer, data or telecommunications facilities are used for the execution of the agreement or otherwise. The supplier is equally entitled to change said access or identification codes. The client in his turn shall treat said access and identification codes as confidential, shall handle them with care and shall only disclose them to authorised members of staff. The supplier shall never be liable for any damage or costs resulting from the use or misuse of such access or identification codes, unless any misuse was made possible directly due to any action or negligence of the supplier.

14. Retention of ownership and rights, conversion and suspension

14.1 All goods delivered to the client shall remain the property of the supplier until all amounts owed by the client to the supplier based on the agreement which the parties have entered into, are paid to the supplier in full. Any client who acts as a reseller shall be permitted to sell and deliver any goods subject to the supplier's retention of ownership, insofar as the same is usual within the framework of the reseller's normal company operations. In the event that the client makes a new physical piece of property out of any goods (also) delivered by the supplier, the client shall create said piece of property only for the supplier and shall keep the newly formed property for the same until he has paid all amounts owed based on the agreement. In said event, the supplier shall remain the owner of the newly formed piece of property until full payment of all amounts by the client.

14.2 Any and all consequences in law of the retention of ownership on any piece of property that is meant for export shall be subject to the laws of the country of destination, if said laws are more advantageous.

14.3 Any rights, including user rights, are granted or transferred to the client if appropriate, on condition that the client has paid all amounts owed in accordance with the agreement the parties have entered into. In the event that the parties have agreed on a periodical payment obligation in exchange for any user right, the client shall be entitled to said user right as long as he complies with said obligation.

14.4 The supplier may keep any goods, products, property rights, data, documents, software, data files and (intermediate) results of the supplier's services which he receives or generates in spite of any existing obligation to relinquish or transfer the same, until the client has paid all amounts owed to the supplier in full.

15. Risks

15.1 Any risk pertaining to the loss or theft of, fraud or damage to any goods, products, data, documents, software, data files or information (such as codes, passwords, documentation, etc.) which are created or used for the execution of the agreement, shall pass to the client at the moment that said goods, products, data, documents, software, data files or information are brought into the actual sphere of control of the client or any persons who assist the same. The supplier shall bear the risk pertaining to the loss or theft of, fraud or damage to said objects, insofar as they are within the sphere of control of the supplier or any persons who assist the same.

16. Intellectual property

16.1 If the supplier is prepared to oblige himself to transfer any intellectual property rights, such obligation shall only be explicitly entered into in writing.

Should the parties agree in writing that any intellectual property right with regard to any software, websites, data files, equipment and other materials specifically developed for the client shall pass to the latter, said fact shall not affect the supplier's right or ability to use and/or commercialise any parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and such like that form the basis of said software, websites, data files, equipment and other materials for other purposes, without limitation, either for himself or any third party.

The transfer of any intellectual property right shall not affect the supplier's right either to make any developments for the benefit of himself or any third party which are



SIMAC NV General terms and conditions of sale

similar to or derived from the developments made for the benefit of the client.

16.2 Any and all intellectual property rights on any software, websites, data files, equipment and other materials such as analyses, designs, documentation, reports, quotes as well as any materials in preparation thereof that have been developed for or put to the disposal of the client based on the agreement shall remain exclusively with the supplier, his licensors or third-party suppliers. The client shall only obtain the user rights explicitly assigned to him by Belgian law and the current General terms and conditions.

Any user right which the client is entitled to shall be non-exclusive, non-transferrable to third parties and may not be sub-licensed.

16.3 The client shall not be permitted to change any reference concerning the confidential nature of, the copyright, brand names, trademarks or commercial names on or any other intellectual property rights on the software, websites, data files, equipment and materials or remove the same.

16.4 Even if the agreement does not explicitly provide for any authorisation, the supplier shall be permitted to install any technical facilities in order to protect the software, equipment, data files, websites and such like in connection with any agreed limitation to the content or duration of the user right on said objects. The client shall never be permitted, either to remove said technical facilities or have the same removed, or to circumvent or have the same circumvented.

16.5 The supplier shall hold the client harmless for any claims from third parties based on the allegation that any software, websites, data files, equipment or other materials developed by the supplier violate any intellectual property right from said third parties, on condition that the client informs the supplier without delay of the existence and content of such a claim and leaves the handling of said claim wholly to the supplier, including any settlements. To said purpose, the client shall grant the supplier any necessary powers of attorney, provide him with any information and collaborate with him to enable the supplier to defend himself, if necessary on behalf of the client, against said claims. The current obligation shall be forfeited if the alleged violation is related to (i) any materials put to the disposal of the supplier by the client for use, adaptation, processing or incorporation, or to (ii) any changes which the client has made or requested any third party to make to the software, websites, data files, equipment or other materials without the supplier's written consent. Should it be established in law that the software, websites, data files, equipment and other materials developed by the supplier violate the intellectual property right belonging to any third party or should the supplier judge that there is a reasonable chance that such a violation exists, the supplier shall, if possible, ensure that the client can continue using the software, websites, data files, equipment or materials that were delivered to him or ensure the client can use any functionally equivalent objects. Any other or further-reaching obligation to hold the client harmless shall be excluded.

16.6 The client hereby guarantees that no rights of third parties prohibit him from putting the equipment, software, materials meant for websites (images, text, music, domain names, logos, hyperlinks, etc.), data files or other materials, including design materials, to the supplier's disposal with the aim of using, adapting, installing or incorporating the same (e.g. as part of a website). The

client shall hold the supplier harmless for any and all claims from third parties based on the allegation that such provision, use, adaptation, installation or incorporation violates any right of said third party.

17. Obligation to collaborate

17.1 The parties hereby recognise that the success of the work in the area of information and communication technology is, as a rule, dependent upon correct and timely mutual collaboration. The client shall therefore be cooperative and provide the supplier at all times and in a timely manner with any and all data and information deemed helpful, necessary and desirable by the supplier, so as to enable the latter to properly execute the agreement. In the event that the client deploys any of his own staff and/or persons assisting him within the framework of said collaboration in executing the agreement, said employees and/or persons assisting the client shall have all the necessary knowledge, expertise and experience.

17.2 The client shall bear the risk of any selection, use, application and management in relation to the equipment, software, websites, data files and other products and materials as well as the services to be provided by the supplier. Unless otherwise agreed, the client shall take care himself of the correct installation, assembly, taking into use and settings of the equipment, software, websites, data files and other products and materials.

17.3 In the event that the client does not, does not in a timely manner or does not as agreed put the data, documents, equipment, software, materials or staff deemed helpful, necessary or desirable by the supplier to the latter's disposal or if the client does not fulfil his obligations in any other way, the supplier shall have the right to wholly or partially suspend the execution of the agreement and invoice any costs to the client that were incurred due to such non-fulfilment or non-compliance in accordance with the usual tariffs; and all this without prejudice to the supplier's right to exercise any other legal and/or agreed right.

17.4 If the supplier's employees carry out any work at the client's premises, the latter shall provide and care for any facilities reasonably required by said employees, such as a working space with computer, data and telecommunications facilities. Said working space and facilities shall comply with all legal and applicable requirements concerning working circumstances for staff.

The client shall hold the supplier harmless for any claims from third parties, including any of the supplier's employees, who have incurred damage in connection to the execution of the agreement that results from any action or negligence by the client or any unsafe situations in the client's organisation. The client shall inform any employees deployed by the supplier of any house or security rules applicable within his organisation before the commencement of the work.

17.5 If any computer, data or telecommunications facilities, including the internet, are used in the execution of the agreement, the client shall be responsible for choosing the necessary resources and the timely and complete availability thereof, unless such facilities are directly used and managed by the supplier.

The supplier shall never be liable for damage or costs due to transmission faults, disruptions or the non-availability of said facilities, unless the client proves that said damage or costs are the result of wilful negligence or recklessness of the supplier's company management.

17.6 Without prejudice to the aforementioned stipulations in the current article, the client shall provide an environment

SIMAC NV General terms and conditions of sale

that complies with any specific requirements from the supplier with regard to the goods, such as temperature, humidity and requirements concerning the technical environment.

17.7 The client shall ensure that any work carried out by third parties, including construction work, is done adequately and in time.

18. Dissolution and termination of the agreement

18.1 The parties shall only be entitled to dissolve the agreement due to any attributable shortcoming in any party's compliance with the agreement, if the other party falls attributably short in complying with his material obligations resulting from the agreement, in all events after a written notice of default which is as detailed as possible and grants the other party a reasonable period to rectify said shortcoming.

The client's payment obligations as well as any and all other obligation to collaborate or engage any third party shall always be deemed material obligations resulting from the agreement.

18.2 If, at the time of dissolution as meant in section 18.1 heretofore, the client should already have received services in execution of the agreement, said services and any payment obligation related thereto shall not be subject to said dissolution, unless the client proves that the supplier is in default with regard to the material part of said services. Any and all amounts invoiced by the supplier before said dissolution and concerning any services, goods or work already properly rendered, delivered or carried out in execution of the agreement, shall remain payable in full, in adherence of the sentence heretofore, and shall become claimable immediately upon the moment of the agreement's dissolution.

18.3 Any agreement which, in its nature and content, does not end through completion or which is entered into for an indefinite period of time may be terminated by either party after proper consultation and stating the reasons for said termination in writing.

A reasonable notice period shall be observed upon termination, should the parties not have agreed on any such period.

The parties shall never be obliged to compensate any damage due to termination.

18.4 The client shall never have the right to terminate any service or assignment agreement entered into for a limited period of time.

18.5 Either party may terminate the agreement wholly or in part without notice of default and with immediate effect, if the other party obtains suspension of payment - whether provisionally or not -, if the other party files for bankruptcy or is declared bankrupt, if the other party's company is liquidated or discontinued for any purpose other than the reconstruction or merging of companies or if the controlling interest in said company changes. The supplier shall never be obliged to refund any amounts received or to pay out any compensation due to said termination. In the event of the client's bankruptcy, the user rights to the software, websites and such like which were put to the client's disposal shall expire automatically and legally.

19. Liability of the supplier

19.1 The supplier's total liability due to attributable shortcomings in complying with the agreement or on any other grounds, which shall expressly include any and all shortcomings in complying with any warranty agreed with the client, shall be limited to compensating the direct damage up to the price (excluding VAT) applicable under the concerned agreement.

Said limitation of liability shall equally apply to the supplier's obligation to hold the client harmless, stipulated in section 16.5 above.

In the event that the agreement is primarily a long-term agreement which is to last longer than one year, the applicable amount shall be the total of all fees (excluding VAT) for one year. Under no circumstances shall the supplier's total liability for direct damage, on whichever grounds, exceed € 500,000 (five hundred thousand euro).

19.2 The supplier's liability for death, physical injury or material damage to property shall be limited to € 1,250,000 (one million two hundred and fifty thousand euro).

19.3 The supplier shall not be held liable for indirect and consequential damage, lost profits, missed cost-saving opportunities, decreased goodwill, damage due to company stagnation, damage due to claims from any of the client's customers, damage related to the use of third parties' goods, materials and software requested by the client from the supplier and damage relating to the services of third-party suppliers requested by the client to be used by the supplier. Any liability of the supplier due to the corruption, destruction or loss of data or documents shall equally be excluded.

19.4 The exclusions and limitations to the supplier's liability as described in the previous sections of the current article 19 shall not affect any other exclusions and limitations to the supplier's liability under the General terms and conditions of service or the Special terms and conditions.

19.5 The exclusions and limitations contained in sections 19.1 to 19.4 inclusive shall not apply, if and insofar as the damage results from wilful negligence or recklessness of the supplier's company management.

19.6 Unless the supplier's compliance continues to be impossible, the supplier will become liable due to attributable shortcomings in complying with any agreement, only if the client provides the supplier with a written notice of default without delay and grants him a reasonable period of time to rectify said shortcomings, and if the supplier remains attributably in default when it comes to complying with his obligations. Said notice of default shall contain a description as complete and detailed as possible of the defects so that the supplier can react in an adequate manner.

19.7 Any right to compensation shall be created only on condition that the client informs the supplier in writing of said damage as soon as possible after its coming into existence. Any claim for compensation against the supplier shall expire after twenty four months since its creation.

19.8 The client shall hold the supplier harmless for all claims from third parties due to product liability as a result of defects in any product or system delivered to said third parties by the client which consists in part of any equipment, software or other materials delivered by the supplier, unless and insofar as the client proves that said damage was caused by said equipment, software or other materials.

19.9 All stipulations in the current article as well as all limitations and exclusions of liability in the current General terms and conditions shall equally apply for the benefit of all natural persons and legal entities which the supplier uses during the execution of the agreement.

20. Force majeure

20.1 Neither party shall be bound to comply with any obligation, including any warranties agreed between the parties, if he is thwarted by any *force majeure* event. *Force majeure* events shall include, but not be limited to: (i) *force majeure* events affecting any of the supplier's suppliers, (ii)



SIMAC NV General terms and conditions of sale

improper compliance with obligations by third-party suppliers whom the client requested the supplier to use, (iii) faulty goods, equipment, software or materials of third parties which the client requested the supplier to use, (iv) any government measures, (v) any disruption in the electricity supply, (vi) any interruptions in internet, computer network or telecommunications facilities, (vii) war, (viii) workload, (ix) strike, (x) general transportation problems and (xi) unavailability of one or more members of staff.

20.2 Either of the parties shall be entitled to dissolve the agreement in writing if any *force majeure* event lasts longer than ninety days. In such event, any services already provided based on the agreement shall be invoiced *pro rata* without the parties owing each other anything whatsoever.

21. Transfer of rights and obligations

21.1 The client shall not be entitled to sell and/or transfer any rights and/or obligations resulting from the agreement to any third party.

21.2 The supplier shall be entitled to transfer his claims concerning the payment of fees to any third party.

22 Applicable law and disputes

22.1 The agreement between the supplier and the client shall be governed by Belgian law.

22.2 Any and all disputes resulting from and connected to the interpretation and application of the agreements between the supplier and the client shall be settled before the courts of the judicial area of Leuven.