

TERMS AND CONDITIONS OF PURCHASE LEGAL ENTITIES RENSON

Article 1: Applicability

These General Terms and Conditions of Purchase apply to orders by the Customer for goods or services or for the execution of works, insofar as these orders do not expressly deviate from them.

Article 2: Acceptance of the order

In the absence of a written notice to the contrary within three working days after sending the order in electronic form or five days in case of sending it by regular mail, and in any case at the time of execution of the order, the Supplier shall be deemed to have accepted the order as from the date of its sending. By accepting the order, the Supplier waives its Terms and Conditions of Sale, even if this acceptance is done with reference to its own Terms and Conditions. If the Supplier accepts the order with reservations or comments, the Customer shall no longer be bound by the order.

Article 3: Delivery of goods or services

The delivery times specified in the order are binding. In the event of non-compliance with these deadlines, and without prejudice to its right to compensation for any damage resulting therefrom, the Customer shall be entitled to a lump-sum compensation of an amount corresponding to 10% of the value of the order or to terminate the order.

The goods (including documentation), services, and works delivered by the Supplier shall be free from visible and/or hidden defects, and shall be in strict accordance with the order, the applicable regulations, the approved manner and good craftsmanship, the state of the art and the normal requirements of usability, reliability, lifespan, and destination that the Supplier knows or should know.

Unless otherwise agreed, the Supplier shall provide the materials, tools, and equipment necessary for the performance of the services and works.

Unless a procedure of acceptance is provided for in the order, including the drawing up of an acceptance report at the invitation of the Supplier, the performance shall be deemed accepted by the Customer if it has not notified the Supplier of the existence of defects within 30 working days following the end of the execution of the order.

Without prejudice to more stringent mandatory provisions, the Supplier shall, at the Customer's discretion and at the Supplier's expense, repair or replace all defects, deficiencies, and non-conformities in the goods, services, and works ascertained within 24 months of commissioning or the end of the performance, respectively. During this 24-month period, the Supplier shall cover all costs and services required for a perfect repair, strictly in accordance with the initial Terms and Conditions of the order. A new period of 24 months begins as from the end of the repair.

Furthermore, the Supplier shall indemnify the Customer for all damages arising from the defect or shortcoming found.

In case of urgency, the Customer shall have the right to proceed with the repair or replacement itself or through a third party, at the expense and risk of the Supplier, and without prejudice to the aforementioned obligations of the Supplier.

Article 4: Transfer of ownership and risk

Ownership shall be transferred to the Customer as soon as the object of the order shall be identified and no later than upon delivery.

The risks of damage or loss shall pass to the Customer upon delivery, unless this delivery is subject to an acceptance procedure, in which case the risk shall only pass upon acceptance.

Article 5: Price – payment

The prices or hourly rates include all costs, taxes, charges, and fees applicable to the delivery of goods, services, or works, and exclude VAT. Compliant invoices must always state the order form number or, in the absence of an order form, the name of the client within the Customer's organisation. Invoices that do not state this information cannot be processed and the Customer shall return these to the Supplier for correction. The compliant invoices shall be payable no later than precisely 60 days net invoice date or 10 days after the invoice date, with a 3% discount, in cash by transfer to the bank account number specified by the Supplier, insofar as the Supplier has fulfilled its obligations.

If payment of a sum due to the Supplier is late for reasons attributable to the Customer, the Supplier shall be entitled to charge interest on the outstanding amount for the period between the date on which payment was due and the date on which it became effective, at the current rate (for a 360-day year) corresponding to the three-month EURIBOR plus two points per year, with the exception of invoices protested by the Customer.

Article 6: Outsourcing – Transfer

The Supplier may only outsource the execution of the order in whole or in part to third parties if the Customer, after being informed of this in writing beforehand, has not expressed any objection. This subcontracting shall take place at the risk of the Supplier and shall in no way relieve it of its obligations, which it shall also ensure are met by these third parties. The Supplier may not assign its rights and obligations arising from the order to a third party without the prior written consent of the Customer. The Customer may freely transfer all or part of its rights and obligations resulting from the order to a third party.

Article 7: Intellectual property

All intellectual property rights created by or as a result of the order shall immediately become the property of the Customer and the transfer of these rights shall be reflected in the agreed price. The Supplier shall indemnify the Customer against all third-party claims

resulting from infringements of intellectual property rights on the goods and services and shall be liable to the Customer for all damages resulting therefrom, including the costs of legal assistance.

If necessary, the Supplier shall, at its own expense, adapt the goods and services or replace them with equivalent goods and services.

Article 8: Non-disclosure

All commercial and technical information communicated to the Supplier by the Customer or which comes to the knowledge of the Supplier in the course of the execution of the order shall remain the exclusive property of the Customer and the Supplier shall keep it strictly confidential. The Supplier shall only be able to use this information in the context of the order and shall return it to the Customer after the order has been fulfilled. The Supplier shall only disclose such information to staff who need to know about it for the execution of the order and who are obliged to keep such information confidential. The Supplier shall not disclose such information to any third party without the prior written consent of the Customer. The obligations of the Supplier under this Article shall remain valid for ten years after the end of the order. In the event of a breach of this Article, the Supplier shall owe the Customer an amount equal to the damage suffered by the Customer.

Article 9: Liability – Insurance

The Supplier shall be liable to the Customer for all damage of any kind suffered by the Customer as a result of the Supplier's failure to fulfil its obligations. The Supplier shall also indemnify the Customer against all claims of third parties in this respect. Without prejudice to more stringent mandatory provisions, the Supplier obtains a 'Civil Liability for Execution and After Delivery' insurance policy which covers the financial consequences of its civil liability towards third parties for all damages, of any kind, amounting to at least €2,500,000 per accident and per year for the insurance of liability after delivery. The insurance policies must be in force no later than at the time of delivery, must continue to be applicable continuously for at least 24 months thereafter, and must include a waiver of recourse in favour of the Customer.

Article 10: Duration – Interruption – Dissolution

In the absence of a term stipulated in the order, the order shall be deemed to have been entered into for an indefinite period of time, with each party having the right to terminate this order on its anniversary by giving the other party at least one month's notice. The Customer shall be entitled to suspend the performance of the agreement or to unilaterally cancel the order subject to reimbursement to the Supplier of reasonable costs directly incurred as a result. Without prejudice to its own right to compensation, the Customer shall not be liable for compensation if the suspension or termination is the result of the Supplier's failure to fulfil its obligations, or is the result of the Supplier's bankruptcy, liquidation, seizure of assets, or force majeure.

Article 11: Applicable law – Jurisdiction

The order shall be exclusively governed by the law of the country in which the Customer's registered office is located. All disputes arising as a result of the order shall be settled by the competent courts of the town/city in which the Customer's registered office is located.