

GENERAL TERMS AND CONDITIONS OF SALE No 2023/01 as of 1st March 2023

PREAMBLE:

0.1. These general terms and conditions, hereinafter '**General Terms and Conditions**', define the reciprocal rights and obligations of the parties when an order is placed or in case of provision of services. Orders placed may only be processed after the **Customer** (i.e. the legal entity which is contractually bound by an order and which appears on the quotation / order form or contract) has read and accepted without reservation the General Terms and Conditions attached to (or resumed in connection with) the offer/order form and/or by entering into a service provision contract with the Company PRESTA SERVICE BENELUX SRL, having its registered office at 7100 La Louvière, Boulevard des droits de l'homme 3/3, and registered with the Banque Carrefour des Entreprises under number 0684.737.153, hereinafter '**PRESTA SERVICE BENELUX**'. By paying a deposit and/or the entire invoice or by submitting/signing an order form and/or by validating an order in person or via email and/or by signing an agreement or specific terms and conditions, the Customer acknowledges having received, read and accepted these General Terms and Conditions without reservation.

0.2. The General Terms and Conditions can be consulted at any time on the Website (www.presta-service.be) and can be downloaded on a durable medium, i.e. in PDF or HTML version. Consequently, these General Terms and Conditions automatically apply to all agreements entered into between the Customer and PRESTA SERVICE BENELUX and supplement the specific terms and conditions set out in the quotations and offers of PRESTA SERVICE BENELUX and/or the agreements referred to in Article 1.1.

0.3. These General Terms and Conditions exclude all of the Customer's general and specific terms and conditions of purchase, unless accepted otherwise by PRESTA SERVICE BENELUX in an express written form. No derogation from these General Terms and Conditions will be allowed without written confirmation by an authorised legal representative of PRESTA SERVICE BENELUX.

0.4. The applicable General Terms and Conditions

will be those in force on the date when the order is placed by the Customer. PRESTA SERVICE BENELUX reserves the right to modify them in the future, subject to these modifications appearing on its website. In case of modification of the General Terms and Conditions, the new version can only be enforceable against the Customer if it has been notified to and accepted by the Customer. The absence of opposition of the Customer to the application of the General Terms and Conditions within a period of one month from their notification, constitutes tacit acceptance thereof. In the absence of acceptance or notification, the applicable General Terms and Conditions will be those in force on the date of placement of the order by the Customer.

ARTICLE 1: ORDERS

1.1. CONTRACTUAL FRAMEWORK

The Customer has entered into one of the following four contracts with PRESTA SERVICE BENELUX:

Overall maintenance contract,
Curative maintenance contract,
Preventive and curative maintenance contract,
Inspection contract for metal shutters.

As part of these contracts, the Customer is required to place an order for work or services with PRESTA SERVICE BENELUX.

1.2. CANCELLATION OF ORDERS

Any order placed with PRESTA SERVICE BENELUX and accepted by the latter is irrevocable and final. Unless expressly agreed by PRESTA SERVICE BENELUX, it may not be modified or cancelled in whole or in part.

In the event of acceptance by PRESTA SERVICE BENELUX of an order cancellation, all sums paid by the Customer to PRESTA SERVICE BENELUX will irrevocably accrue to PRESTA SERVICE BENELUX.

The Customer will also be required to pay to PRESTA SERVICE BENELUX the price of supplies purchased specifically or already put into production for the execution of the order.

PRESTA SERVICE BENELUX reserves the right to cancel, suspend or not process the order of a Customer who has not honoured a previous invoice by the due date, and/or who has previously failed to fulfil any of the obligations incumbent upon it.

1.3. QUOTATION

The Customer may not request PRESTA SERVICE BENELUX to produce a quotation for any orders for work or services below €300 excluding tax.

For sums greater than this amount, in the event of a quotation being made, any response time provided for in the contract between PRESTA SERVICE BENELUX and the Customer will only begin to run from the return of the written acceptance of the quotation by the Customer.

The works that are the subject of a quotation will only be initiated after their validation by the Customer.

Unless specified otherwise, quotations / purchase orders / offers made by PRESTA SERVICE BENELUX have a validity period of 30 calendar days.

The quotations and price offers of PRESTA SERVICE BENELUX are based on the prices of raw materials, remuneration, commissions, wages, etc., in force on the day on which the offer is established. Consequently, PRESTA SERVICE BENELUX reserves the right to adjust its prices according to the evolution of these parameters.

1.4. DEPOSIT

Any order of an amount greater than 3,000 euros excluding tax will give rise, unless otherwise specified, to the payment of a deposit of 30% of the amount of the order.

PRESTA SERVICE BENELUX also reserves the right, at any time, to claim from the Customer a deposit or cash payment before the execution of the order if the Customer has not honoured a previous invoice by the due date, and/or has previously failed to fulfil any of its obligations.

Any response time provided for in the contract between PRESTA SERVICE BENELUX and the Customer will then only begin to run from the payment of the deposit.

In the absence of payment of the deposit, PRESTA SERVICE BENELUX will not be required to provide the services ordered by the Customer.

Any amount paid in advance on the price will not bear interest.

The sums paid in advance cannot, in any case, be considered as a non-refundable deposit allowing the Customer to terminate its order.

ARTICLE 2: EXECUTION TIME FRAMES

2.1. The services ordered by the Customer will be provided by PRESTA SERVICE BENELUX within the time frame provided for in the contract or agreed with the Customer.

This time frame begins to run from the receipt of the Customer's order, the payment of the deposit, or the acceptance of the quotation according to the terms of Articles 1.3 and 1.4 of these General Terms and Conditions, or the Specific Terms and Conditions agreed between the Parties.

These time frames are only indicative, and are therefore not strict deadlines.

2.2. Consequently, PRESTA SERVICE BENELUX cannot be held liable to the Customer in the event of a delay in the provision of the services ordered, provided that this delay does not exceed:

- two weeks in the event of interventions classified as 'urgent' (except in cases of force majeure or unforeseen circumstances where this deadline may be extended, and unless the delay is attributable to the Customer or a third party): for emergency situations, PRESTA SERVICE BENELUX will take the possible precautionary measures from the outset; and
- three weeks in the event of interventions classified as 'normal', as defined in the contract between the Customer and PRESTA SERVICE BENELUX (except in cases

of force majeure where this deadline may be extended, or unless the delay is attributable to the Customer or a third party).

2.3. In the event of a delay exceeding the aforementioned deadlines, the Customer may cancel the order. The deposits already paid will then be returned by PRESTA SERVICE BENELUX, unless chargeable services have already been carried out by PRESTA SERVICE BENELUX. In the latter case, only the amounts of the deposit not allocated to the payment of works/services already carried out and/or planned will be refunded to the Customer.

2.4. In any event, PRESTA SERVICE BENELUX cannot be held liable for delays caused by suppliers, subcontractors or service providers chosen and/or imposed by the Customer, or in the event of unforeseen circumstances and/or force majeure events. In the latter cases, the deposit will irrevocably accrue to PRESTA SERVICE BENELUX.

ARTICLE 3: PAYMENT OF THE PRICE

3.1. Invoices are payable on reception and without deductions, unless specified otherwise. They are payable within 30 calendar days from the issue of the invoice regardless of the payment method, unless otherwise agreed at the time of the order.

3.2. Invoices are payable at the registered office of PRESTA SERVICE BENELUX - Boulevard des droits de l'Homme 3, 7100 La Louvière, Belgium (VAT BE0684.737.153).

Delivery of a bill of exchange or a cheque involving an obligation to pay will not constitute a payment, only the actual payment on the agreed due date is valid.

3.3. CURRENCY, DUTIES AND TAXES

The prices of the products, services and subscriptions of PRESTA SERVICE BENELUX are expressed in euros, excluding tax and transport costs for the products delivered.

Any tax, levy, duty or other service payable pursuant to a Belgian regulation or that of an exporting/importing or transit country will be borne by the Customer.

Invoices are paid in euros.

The amount of fees or prices indicated to the Customers and included in the agreement or in the specific terms and conditions and quotation will be indexed on the first of January of each year or on the anniversary of the entry into force of the agreement between the Parties, on the basis of the changes in the health index [indice santé], the reference index being that of the month preceding the date of entering into the contract, the specific terms and conditions or the quotation accepted, and as published on the official website of the Belgian government. The indexation will thus follow the following formula:

$$P^* = (P.01 \times I^*) / I.01$$

in which:

P* = Amount of fee/price in the new year.

P. 01 = Amount of fee/price in the previous year.

I* = Health index on 1 January of the new year.

I.01 = Health index on 1 January of the previous year.

In case of negative indexation, the amount of the fee/price will be the same as the amount of the fee/price applicable the previous year.

3.4. DISPUTED INVOICES

Any invoice not disputed within fifteen (15) calendar days of its issuance will be deemed accepted without reservation.

After this period, invoices may no longer be disputed for any reason whatsoever.

3.5. LATE PAYMENT

Any delay in payment will give rise, ipso jure, to the payment of a penalty calculated by applying an interest rate of 3% per month to the sums due, including tax, it being understood that any month started will be considered as a full month, until total payment is made. In addition, any Customer who has not paid an invoice at the due date will be liable, ipso jure and without prior notice, to the payment of a fixed sum compensation equal to 15% of the remaining balance due, with a minimum of 250.00 euros, payable as compensation for damages incurred.

In any event, the applicable interest rate may not be less than twice the legal interest rate.

This interest will begin to run on the 31st day following the issuance of the invoice until all of PRESTA SERVICE BENELUX's claims have been met, it being specified that the interest for any month started will be due in full.

Any delay in payment of an invoice on its due date will result, without any formality or prior formal notice, in the immediate payment of all sums due by the Customer to PRESTA SERVICE BENELUX, as well as the suspension of orders in progress, without prejudice to any other action.

PRESTA SERVICE BENELUX also reserves the right to cancel the provision of services ordered by the Customer.

ARTICLE 4: FORCE MAJEURE AND HARDSHIP

4.1. DEFINITION

In particular, the following events constitute a case of force majeure: fires, floods, riots, demonstrations, mobs, attacks, damage to equipment, war, strike (total or partial), lockout in PRESTA SERVICE BENELUX's factories or at its suppliers, subcontractors or carriers, insufficiency of raw materials, epidemics, pandemics, increase in raw materials pricing by more than 10%, shortages, adverse weather conditions, and more generally any event of a similar nature affecting PRESTA SERVICE BENELUX or its suppliers, and delaying or making it impossible or drastically compromising the fulfilment of their respective obligations, or all of the cases referred to in Article 5.226 of the Civil Code.

4.2. CONSEQUENCES

In case of a force majeure event, all commitments of PRESTA SERVICE BENELUX will be suspended, and its civil liability cannot be invoked for any reason whatsoever.

Execution/delivery times will be extended by two months.

After this period, each of the Parties may cancel the agreement or any late order without the possibility of claiming damages from the other.

4.3. HARDSHIP

In the event of a fundamental change in circumstances and/or conditions not attributable to PRESTA SERVICE BENELUX, and that would unfairly encumber its contractual obligations, the Parties undertake to renegotiate the terms and conditions of the contract in order to reach together an equitable solution for the continuation of their contractual relationship. In such case, the aim will be to achieve a balance between the contractual obligations of the Parties similar to that which existed at the time of entering into the contract.

If the Parties fail to agree on whether fundamental changes in the circumstances and/or conditions, as referred to in the preceding paragraph, have actually occurred, both Parties agree to settle the event as a force majeure event, with the consequences of Article 4.2.

ARTICLE 5: CLAIMS

5.1. DEADLINES

In the event of non-performance, apparent defects or non-compliance of the product delivered and/or the service provided, the Customer is required, under penalty of foreclosure, to report them by registered letter with acknowledgement of receipt sent to the registered office of PRESTA SERVICE BENELUX within **fifteen days** of receipt of the product and/or completion of the work.

In the event of hidden defects, the Customer must, inform PRESTA SERVICE BENELUX in writing of the existence of these defects within a period of **one month** from their discovery. In case of absence of reaction within the mentioned period, its right to take action shall expire.

Once these deadlines have passed, the Customer will no longer be able to make any claim or dispute against PRESTA SERVICE BENELUX in relation to the products and/or services provided.

5.2. CLAIM

In the event of a claim, the Customer must provide proof of the reality and the importance of the defect, the poor performance, the missing item and/or the non-compliance found.

The Customer must take all measures to keep the goods delivered and services performed as they are, in order to allow PRESTA SERVICE BENELUX to note the defects and to call on the suppliers or subcontractors at the origin of the defective goods/service.

Unless otherwise agreed in writing by PRESTA SERVICE BENELUX, the Customer will refrain from taking action itself or from having a third party take action to remedy the defect or non-conformity noted on the work and/or delivered goods that are the subject of the agreement between the Parties, without prejudice, where applicable, to its obligation to limit its damage.

ARTICLE 6: LIMITATION AND EXCLUSION OF WARRANTY

6.1. WARRANTY PROVIDED

PRESTA SERVICE BENELUX provides a 1-year warranty for hidden defects from the delivery of the products, the execution of the services, or the delivery of the works, to the exclusion of any other guarantee. To this end, if the failure to perform, apparent defect, non-conformity or hidden defect is attributable to PRESTA SERVICE BENELUX, and if this appears to be justified, the liability/warranty of PRESTA SERVICE BENELUX will be limited to: (i) the remedy in kind or by equivalent, at the choice of PRESTA SERVICE BENELUX, without it being able to be held to any additional compensation, or (ii) reimbursement to the Customer of the invoice amount relating to the defective parts and services. This warranty is provided to the exclusion of any other damages and interest caused to the Customer by defects in performance, apparent defects, hidden defects or non-compliance.

6.2. EXCLUSION

PRESTA SERVICE BENELUX cannot be held liable for damage of any kind resulting from a lack of maintenance and/or monitoring, use not in accordance with the technical specifications, misuse, inexperience of users, malice or an at-fault accident, defects due to normal wear and tear of the equipment or defects in the supplier's installations.

PRESTA SERVICE BENELUX also declines all liability in the event of any modification to the equipment by the Customer that it has not validated in writing, as well as in the event of an intervention by a third party that it has not approved.

Finally, PRESTA SERVICE BENELUX cannot be held liable for the choice of products and equipment chosen by the Customer.

ARTICLE 7: COMPETENT JURISDICTION

The settlement of any dispute or litigation that may exist between PRESTA SERVICE BENELUX and the Customer will fall under the exclusive jurisdiction of the Tribunal de l'Entreprise Francophone de Bruxelles [Francophone Commercial Court of Brussels], even in the event of summary proceedings, introduction of third parties or multiple defendants, unless a provision provides otherwise and allows the Parties to derogate from this.

ARTICLE 8: LANGUAGE AND APPLICABLE LAW

Any disputes that may arise between PRESTA SERVICE BENELUX and the Customer due to the execution of an order, an agreement or these General Terms and Conditions and their interpretation and application will be subject to Belgian law.

The language applicable in the relations between PRESTA SERVICE BENELUX and the Customer is French.

ARTICLE 9: LIABILITY

9.1. OBLIGATION OF MEANS

PRESTA SERVICE BENELUX is at all times subject to an obligation of means, to the exclusion of any obligation of result, it being understood that the Customer is well aware, in view of the nature of the services, that it is never possible to cover all the problems and risks related to the operation of its installations.

9.2. EXCLUSION OF LIABILITY

Without prejudice to Article 6.2, and unless otherwise required by law, PRESTA SERVICE BENELUX is exclusively and only liable to the Customer for direct damages caused by any gross negligence, intentional fault and fraud of PRESTA SERVICE BENELUX or its agents, or faults that have endangered the life or physical integrity of others. PRESTA SERVICE BENELUX cannot be held liable for damages caused by other reasons than those mentioned above.

Furthermore, neither Party may be held liable for any breach of its obligations under the agreement if it is not foreseeable, is invincible and results from circumstances beyond its reasonable control such as fire, flood, strikes, social tensions or other disruptions in economic life, unavoidable accidents, embargoes, blockades, legal limitations, revolt, acts of state or unavailability of means of transport, or any other force majeure events, as referred to in Article 4.

9.3. LIMITATION OF LIABILITY

PRESTA SERVICE BENELUX is never obliged to remedy any indirect damage of the Customer, except in the event of fraud or intentional misconduct. Without the list being exhaustive, the following are considered to be part of the excluded indirect damage:

- Loss of turnover, loss of an opportunity to make a profit, damage to image, loss of a business opportunity or any similar damage;
- The purchase price, installation, testing, establishing and commissioning of alternative installations and/or software used in replacement, and any additional services provided by third parties in this context;
- The additional costs in terms of salary of the employees or self-employed staff of the Customer or its subcontractors;
- The cost of recovering, reconstructing, installing and/or restoring lost or corrupted data;
- Unnecessary expenses for the preparation of installation, testing and commissioning of installations;
- Involvement by a third party under the responsibility of the Customer, a member of its

employees or self-employed staff, or any person for whom the Customer is responsible;

- Consequential damage attributable to the delivery of a product deemed defective or non-compliant.
- Any fines imposed by the authority to which the Customer reports.

The contractual and non-contractual liability of PRESTA SERVICE BENELUX is always limited to the possible insurance coverage, as well as to the amount paid excluding VAT during the calendar year concerned, up to a maximum of EUR 20,000.

ARTICLE 10: CONFIDENTIALITY

10.1. Each Party undertakes to:

- Exercise the utmost caution and discretion to avoid disclosure, publication or dissemination of Confidential Information (i.e. any information of a confidential nature provided by a Party in connection with the execution of the agreement, provided by any means, directly or indirectly, intentionally or unintentionally, including all trade secrets, information relating to intellectual property rights, system(s), know-how, products or services, personal data, operations, processes, plans, product information, market opportunities or business affairs of the Party providing the information, or relating to the provision or use of the services);
- Use the Confidential Information only for the purpose for which it was communicated in the context of the contractual relationship;
- Observe a general obligation of discretion and duty of care regarding the information received from the other Party;
- Maintain the secrecy and preserve the confidentiality of all Confidential Information communicated to them;
- Ensure that access to Confidential Information is limited to directors, managers, employees, officers and subcontractors who reasonably need to know such Confidential Information in the proper execution of the agreement, by arranging for them to sign a separate individual

written confidentiality statement acknowledging that they are bound by an obligation of discretion and confidentiality at least similar to the obligations of these General Terms and Conditions before they can access such Confidential Information.

10.2. This clause does not apply to information:

- that is or becomes available to the public other than as a result of a breach of this clause;
- that is acquired from a third party having no obligation of confidentiality with respect to a Party, if the use or disclosure is in accordance with the rights legally granted by that third party;
- that is independently developed by one Party without use of the other Party's Confidential Information and/or PRESTA SERVICE BENELUX's Confidential Information, as confirmed by written evidence and documents;
- that is already known to the other Party at the time of its receipt, as confirmed by written evidence; or
- that is communicated to advisers (auditors, lawyers or subcontractors), as long as they are bound by a similar confidentiality obligation.

ARTICLE 11: DATA PROTECTION

Personal data collected in the context of an order or the execution of an agreement will only be used by PRESTA SERVICE BENELUX for the execution of the agreement, or if a legitimate interest of PRESTA SERVICE BENELUX justifies this. For any questions relating to the protection of your personal data, please consult our privacy policy as published on our Website.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1. Nothing in this agreement will give rise to the assignment of intellectual property rights relating to creations by one Party for the other. PRESTA SERVICE BENELUX is nevertheless allowed to use the corporate name of the Customer to refer the Customer as one of its Clients on its Website.

12.2. PRESTA SERVICE BENELUX reserves the right to assign or substitute the subcontractor(s) of its choice to carry out its obligations, without prior authorisation from the Customer.

12.3. PRESTA SERVICE BENELUX carries out its services independently, and without any hierarchical relationship with respect to the Customer. These General Terms and Conditions or the agreement do not create in any respect a company with or without legal personality, a partnership, an agency contract or a joint venture between the Parties.

12.4. The invalidity or unenforceability of any of the clauses of these General Terms and Conditions will not affect the validity or enforceability of the other clauses. If applicable, the disputed clause will be replaced by a valid clause that is economically closest to the invalid or unenforceable clause.

12.5. The General Terms and Conditions as well as the Specific Terms and Conditions contained in the agreement constitute the entire agreement between the Parties, and cancel and replace any previous negotiations, representations or agreements, written or verbal, between the Parties before the date of acceptance of the offer relating to its purpose, unless otherwise specified in writing by the Parties.

12.6. Unless otherwise specified, any communication or notification between the Parties will be validly made by registered letter with acknowledgement of receipt to their registered office, or by email at the coordinates exchanged between the Parties.

12.7. The Customer also undertakes throughout the term of the agreement binding it to PRESTA SERVICE BENELUX, and up to 12 months after the end of the contractual relationship (for any reason whatsoever), not to call directly on the staff and/or subcontractors of PRESTA SERVICE BENELUX who have intervened during assignments entrusted by PRESTA SERVICE BENELUX within the context of the agreement for identical or similar assignments in the Benelux territory. In the event of a breach by the Customer of this non-solicitation obligation, compensation of EUR 5,000 may be claimed by PRESTA SERVICE BENELUX for each breach, without prejudice to PRESTA SERVICE BENELUX's right to claim compensation for all of its damages.