

TERMS AND CONDITIONS OF SALE AND SERVICES

I. GENERAL

The following terms and conditions ("**Terms**") are applicable to all sales of goods to any client ("**Buyer**") by Futerro SA/NV, a Belgian public limited company headquartered at rue du Renouveau 1, 7760 Escanaffles, registered with the register of legal entities of Hainaut (division Tournai) under enterprise number 0892.199.070 ("**Seller**").

These Terms are the only applicable terms and conditions, apply as from the issuance of a quotation by Seller or, if applicable, the acceptance of a direct order, and exclude any general and special terms and conditions of Buyer, unless they are expressly, in writing and in advance accepted by Seller.

All orders made by potential Buyers are subject to written confirmation by Seller and to the acceptance by potential Buyers of these Terms, meaning any potential Buyers making an order expressly confirm having accepted these Terms.

The weights, dimensions, capacities, performance ratings and other data on Seller's catalogs, prospectus, circulars, advertisements, price lists and instruction sheets are mentioned only as general indicative information and do not constitute a contractual offer that may bind Seller. Seller should be directly contacted for more precise information regarding prices, product specifications, delivery times, general terms and conditions of sale.

II. QUOTATIONS

Upon reception of a request for quotation from a potential Buyer, Seller shall either (i) provide Buyer with a quotation or (ii) ask for additional information which would be required to issue such a quotation.

The quotations or tenders issued by Seller are noncommittal in nature until they are accepted by Buyer and then confirmed by Seller through an order acknowledgment.

Unless otherwise specified in writing and duly accepted by Seller, all prices shall be quoted "ex works", at Seller's plant(s) or warehouse(s). Prices quoted are exclusive of taxes, transportation, shipping, delivery charges, packaging costs, insurance costs and any other costs concerning the goods. All said taxes shall be borne by Buyer and all said costs will be added to the invoice according to the latest version of INCOTERM rules applicable.

III. CONFIRMATION AND ORDER ACKNOWLEDGMENT

Upon Buyer's confirmation of an order after receiving the quotation, Seller shall issue an order acknowledgement. Unless Seller receives from Buyer a written cancellation or a written claim with full particulars regarding any inaccuracies

between Buyer's confirmation and Seller's order acknowledgement within 1 (one) working day from the issuance date of Seller's order acknowledgement, such order acknowledgement shall be deemed accurate and accepted by Buyer, without any further possible cancellation.

IV. TRANSPORT AND DELIVERY

1. Costs and risks

Unless otherwise specified by the parties in writing, the goods are to be delivered "ex works" (EXW), at Seller's plant(s) or warehouse(s), where the transfer of risk to Buyer shall occur.

Should Buyer request a delivery at another location, Seller will provide a quotation for the transportation costs, it being understood that all transport, delivery, insurance or handling operations are at Buyer's expense and risk. Buyer may ask Seller to use a specific transportation system, insurance or handling system should it wish to, at Buyer's expense and risk. If Seller coordinates the transportation and in the event of goods delivery being refused at Buyer's delivery location for reasons unrelated to Seller or its mandated carrier, Seller reserves the right to invoice Buyer for any additional costs incurred.

Without prejudice to any other provision in the following subsections, any failure by Buyer to be present or represented at the delivery entitles Seller, at its own choice, to not deliver the goods, and/or to store the goods at Buyer's costs and risks and/or to sell them to other clients, it being specified that in any of these cases the total sale price remains due by Buyer and the transfer of risks to Buyer occurs nonetheless. Furthermore, Buyer will be exclusively liable for any damage, loss, cost or prejudice whatsoever, incurred by any natural or legal person and which could have been avoided should the delivery obligations have been complied with. In particular, it shall indemnify Seller and any of its representatives, employees, workers, etc., for any prejudice they incur and hold the same harmless of any liability and/or damages relating thereto.

2. Specific deliveries

When goods are delivered in installments, the delivery shall be made according to the separate and independent agreements concerning each installment.

In case of bulk deliveries, some little differences can occur between the weight specified on the order acknowledgment and the quantity actually delivered by Seller. Buyer will accept the deliveries in as much as such differences are in line with the following tolerances:

- if quantity ordered (bulk) is more than 20 metric tons: +/- 3%
- if quantity ordered (bulk) is less or equal to 20 metric tons: +/-5% (with a minimum of 500 kg).

Seller will invoice the quantities according to the weight indicated on delivery documents, which shall be considered by Buyer as accurate and right (as per international rules).

3. *Timing*

Unless otherwise agreed upon in writing by Seller, any shipping date indicated by Seller is merely indicative and delays may occur. Buyer accepts that Seller shall not be liable for any delay that is not due to Seller's fault or negligence (e.g. delays caused by force majeure, accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, supplier delays, delays in the transportation, restriction imposed by any governmental regulation, whether valid or invalid, etc.).

Charging and discharging times may significantly vary depending on products and locations of the Seller's and Buyer's plant or warehouse. Therefore, Buyer will not, in any case, claim charges due to waiting time or any possible losses resulting from loading and unloading times if Seller has not acted in fault or negligence.

4. *Inspection*

Buyer must check in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) at the time of delivery the conformity and integrity of the goods for potential visible defects upon delivery and notify in writing Seller with a complete description of any defect noticed within two (2) days of delivery and shall not use, treat, process, transform, incorporate the goods into other goods or deliver the goods to others in any way whatsoever. Failing to do so, Buyer shall be deemed to have accepted the goods and shall have no further ground to complain in this respect about any apparent/visible defect.

Should Buyer return the goods to Seller, acceptance by Seller of said returned goods does not imply that Seller accepts the reason of their return. Goods returned by Buyer to Seller will remain at Buyer's risk and unless otherwise provided by Seller, all payments remain due.

V. PAYMENT

Each invoice issued by Seller must be paid on its due date, as specified on the invoice. If no due date is mentioned or unless otherwise agreed in writing, any invoice must be paid at latest within thirty (30) days of its issuance. Unless otherwise agreed upon in writing by Seller, the invoice is payable in euros and at the head office of Seller.

Any invoice(s) unpaid on its due date shall automatically and without prior notice entail the payment of (i) a monthly late interest charge of 1% from the due date of the outstanding invoice(s) until full payment and (ii) of a flat-rate compensation equal to 10% of the total amount of the outstanding invoice(s),

or a minimum of 300,- euros (or the equivalent in foreign currency if applicable).

Seller has the right, without notice of default, at its sole discretion, to refuse to deliver any goods if Buyer is past due on any of its debts to Seller or to suspend any of its obligations and/or to not perform them. Buyer will not be entitled to suspend its payment obligations to Seller and/or to offset them with any obligations of Seller to Buyer.

Seller will be entitled to apply payments made by Buyer first to pay those claims it deems appropriate, including interest, late charges, costs of collection, etc.

This article applies whether or not the parties' agreement is terminated for cause by Seller.

VI. RESERVATION OF OWNERSHIP

The title to goods sold shall only pass to the Buyer when the full price has been paid. In the case of processing or mixture of goods with other materials, Seller shall automatically have title in such mixed goods, with Buyer holding the goods as bailee for Seller to act at its instructions until the full purchase price is paid, including any interest fees or potential indemnities to be paid by Buyer.

In the event of non-payment of the price or part of the price on the agreed due date, Seller reserves the right to request the return of all goods and Buyer agrees, if requested by Seller, to make all goods available, shipping ready, for Seller, within 5 (five) days of said request. Buyer may not oppose the return of the goods on the grounds of partial payment of the price.

Notwithstanding the absence of transfer of ownership, the transfer of risks shall take place as detailed in article IV.1 and Buyer shall remain solely liable in the event of non-return of the goods for any reason whatsoever, including theft or any case of force majeure. It is Buyer's responsibility, as they expressly acknowledge by accepting these Terms, to take, at their own costs and risks, all insurance covering the goods and, as the case may be, the replacement value of the goods until the transfer of ownership takes place.

VII. LIMITED WARRANTY

1. *Visible defects*

As mentioned in article IV.4, Buyer must check the conformity and integrity of the goods for potential visible defects upon delivery and notify in writing Seller with a complete description of any defect noticed within two (2) days of delivery and shall not use, treat, process, transform, incorporate the goods into other goods or deliver the goods to others in any way whatsoever. Failing to do so, Buyer shall be deemed to have accepted the goods and shall have no

further ground to complain in this respect about any apparent/visible defect.

2. Latent/hidden defects

Seller guarantees the goods against latent defects that Seller was aware of, that existed at the time of delivery and that would render the goods unfit for the use for which it is intended, or that so diminish this use that Buyer would not have acquired it or would only have paid a lower price for it if it had known about them, i.e. Seller guarantees that the goods are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall be conform to Seller's specifications.

Should Buyer discover a latent defect, Buyer must immediately, and at latest within five (5) days, inform Seller thereof.

The guarantee offered by Seller is limited to the replacement of the parts of the goods recognised as defective (any other costs, charges or damages being excluded). Seller's guarantee does not cover apparent defects, which Buyer could or should have been aware of at the time of delivery, nor hidden defects that Seller was not aware of at the time of sale. This warranty does not apply in the event that the defect is the result of incorrect use or handling (particularly with regard to the instructions provided by Seller), external causes, force majeure, poor maintenance, normal wear and tear, any fault committed by Buyer or a third party, modification of the goods, or any use that does not comply with Seller's instructions.

VIII. USAGE OF GOODS

Buyer shall be responsible for any usage it shall make of the goods provided by Seller and unless otherwise specified in writing, Buyer is solely responsible to verify the allowed and possible usages of the goods as a professional Buyer and to respect any applicable legislation in relation to the goods and their usage. Buyer will be exclusively liable for any damage, loss, cost, or prejudice whatsoever, incurred by any natural or legal person in relation to the usage made of the goods provided by Seller. In particular, it shall indemnify Seller and any of its representatives, employees, workers, etc., for any prejudice they incur and hold the same harmless of any liability and/or damages relating to any usage of goods, including as provided by any legislation applicable to defective goods unless by reason of Seller's criminal, willful or grossly negligent action or omission with the goods.

IX. LIABILITY

The maximum liability of Seller under any circumstances shall not exceed the price actually paid by Buyer to Seller for the goods that are proven to be defective. Seller shall in no event

be liable to Buyer or to any third party for any indirect, consequential, special, or incidental damages, loss, corruption, loss of profits or loss of business for any matter related to these Terms, the goods, or any other products or services provided by Seller, even if Seller was advised of the possibility of such damages or if such possibility was reasonably foreseeable. Seller shall in no event be liable for any damages or losses based on, arising out, with respect to or by reason of Buyer's criminal, willful or grossly negligent action or omission with the goods or in connection with Buyer's obligations pursuant to these Terms.

Buyer expressly agrees to hold Seller harmless against all liabilities, claims and damages of or to Buyer itself or any third party, due to Buyer not respecting these Terms.

Any exclusion or limitation set forth herein shall apply to the maximum extent permitted by applicable law.

X. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights to all goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller under or within the framework of the relationship between Buyer and Seller shall remain at all times the exclusive property of Seller and, where applicable, its licensors. Buyer will not be permitted to reproduce the goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller and/or otherwise act as maker of and/or party entitled to them. If Buyer, despite any prohibition, modifies or creates derivative works of goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created by Seller, Seller shall be the owner of all rights, title and interest, including intellectual property rights, in such modifications and derivatives and Buyer hereby assigns such rights, title and interest in case of modifications and derivatives to Seller, at no cost for Seller.

Buyer will not be permitted to remove or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller or to alter, modify or assign said goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller or any rights in relation thereto.

XI. TERMINATION

The agreement between the parties is entered into once the order acknowledgment is given by Seller as mentioned under article III and cannot be unilaterally terminated except in the cases provided for in this article.

As such, unless otherwise agreed to by Seller, orders cannot be cancelled. If Seller accepts the cancellation of an order, Buyer shall pay damages equivalent to 25% of the value of the cancelled order. Moreover, Seller shall further be entitled to recover any expenses incurred in performing the order and not covered by the damages equivalent to 25% of the value of the cancelled order.

Seller may terminate the agreement at any time if Buyer is in default of the payment or in default of any obligations pursuant to any contract between the parties or, if in Seller reasonable judgment, Buyer's financial condition and responsibility has become materially impaired.

Seller will be entitled, without prior notice or indemnification, with immediate effect, to terminate the contract unilaterally, fully or in part and/or to suspend performance of its obligations under the contract, without prejudice to Seller's right to any indemnities, if:

- a. Buyer has failed to fulfill one or more of its obligations under these Terms or any other contract or sales terms between the parties;
- b. Buyer's financial condition or responsibility, to Seller reasonable judgment, has become materially impaired;
- c. Buyer has suspended payments or has sought the protection of the bankruptcy courts (through bankruptcy or any other similar procedure);
- d. a resolution for the dissolution and/or winding up of Buyer has been adopted;
- e. the enterprise operated by Buyer has been fully or partly transferred to a third party.

Seller shall not be liable for any damages arising from termination of the contract or from the suspension of its obligations under the contract for the aforementioned reasons.

Termination of any agreement between the parties shall be without prejudice to the rights and obligations of the parties which have accrued up to the date of termination and any unpaid installments or amounts due by Buyer to Seller shall become immediately due and payable.

XII. FORCE MAJEURE, HARDSHIP, EPIDEMIC

1. Force majeure

Seller cannot be held responsible in the event of force majeure affecting Seller or one of its subcontractors or suppliers. If Seller is temporarily unable to perform any order of Buyer or any other obligation under the Terms because of an event of force majeure, it will be entitled to suspend the affected obligations for as long as the event of force majeure lasts. If Seller is permanently unable to perform any of its obligations to Buyer because of an event of force majeure, it will be entitled to terminate the contract with immediate effect and without

any claims whatsoever from Buyer. In case of such termination by Seller, each party shall be released from its respective further obligations under their contract, it being understood that any delivery of goods performed shall be paid by Buyer.

A case of force majeure exists in particular in the event of war, riot, strike, lock-out, interruption of transport, fire, liquidation, bad weather, dam, demonstration, calamity, accidents, power failure, or other cases of force majeure interrupting or rendering impossible or excessively expensive the delivery of goods or more generally the execution of the sale contract.

2. Hardship

Should the continued performance of its obligations under the Terms by Seller become excessively onerous due to an event beyond its reasonable control, which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract and that it could not reasonably have avoided or overcome, the parties shall work collaboratively and in good faith to agree any formal variations to the contract to overcome the consequences of said event. If the parties fail to find amicably an agreement within ten (10) business days from the receipt of the written notice of Seller in this respect, Seller shall be entitled to terminate the contract with immediate effect and without any claims whatsoever from Buyer. In case of such termination by Seller, each party shall be released from its respective further obligations under their contract, it being understood that any delivery of goods performed shall be paid by Buyer.

3. Epidemic

Should the continued performance of its obligations under the Terms by Seller be impacted by the spread of diseases and viruses, including without limitations coronaviruses such as Covid-19 and its derivatives, and any epidemic in general, the parties shall comply with any restrictions and/or conditions imposed by any competent authority and/or their respective organisations to mitigate the risks linked to said circumstances and Buyer accepts that Seller may be required to adopt specific measures and put in place safeguards during this period, including restrictions on travel and the quarantining of individuals. Said measures may impact or prevent the performance of the contract. The parties shall work collaboratively and in good faith to agree any formal variations to the contract to overcome the consequences thereof. If the parties fail to find amicably an agreement within ten (10) business days from the receipt of the written notice of Seller in this respect, Seller shall be entitled to terminate the contract with immediate effect and without any claims whatsoever from Buyer. In case of such termination by Seller, each party shall be released from its respective further obligations under their contract, it being

understood that any delivery of goods performed shall be paid by Buyer.

XIII. SUBCONTRACTING AND ASSIGNMENT

Seller may subcontract on notice to the Buyer all or part of the obligations arising from the sale contract or these Terms to a subsidiary or affiliate within the Sellers group or a third party and assign all or part of the sale contract or its rights and obligations under these Terms without Buyer's consent. In that case, the specifications given on the quotation to Buyer remain applicable.

Buyer may not assign its rights on the goods without the prior written consent of Seller nor enter into a pledge agreement or any other pledge or security on the goods before the payment of the complete price, including any interests or potential indemnities due by Buyer. The goods are and remain the exclusive property of Seller until said payment pursuant to article VI.

XIV. PERSONAL DATA

The personal data of natural persons involved in any sale pursuant to these Terms are protected by Seller in accordance with its privacy policy, available on its website, and with the applicable Belgian and European legislation on confidentiality and data protection. The privacy policy describes how Seller collects, uses, communicates, discloses and protects such data. Buyers expressly accept that said privacy policy forms part of the contract concluded between themselves and Seller.

XV. MODIFICATION AND SEVERABILITY

Seller reserves the right to amend these Terms. Any modification will be notified to Buyers, who will be bound by any modifications that they have not refused within twenty days of notification of the same.

Should any provision of this Agreement be judicially declared unenforceable, that provision shall be deemed stricken and the remainder shall continue in full force and effect insofar as it remains a workable instrument for effectuating the intents and purposes of the parties. The parties further agree to re-negotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

XVI. ENTIRE AGREEMENT

These Terms, together with the quotation and order made for goods, constitute the sole terms and conditions of the contract between Buyer and Seller in respect to its subject matter. No other terms, conditions, or understanding, whether oral or written, shall be binding upon Seller, unless accepted in writing and signed by Seller's authorized representative.

XVII. GOVERNING LAW

These Terms and all transactions between Seller and Buyer are governed by Belgian law.

XVIII. JURISDICTION

Any controversy or claim between Seller and Buyer or any controversy or claim otherwise arising out of or relating to the Terms and any agreement subject to these Terms, shall be subject to the exclusive jurisdiction of the competent courts of Seller's registered office.

XIX. QUESTIONS

If you have any questions regarding these Terms or their implementation, please contact your contact person at Seller's organisation.