

## GENERAL PURCHASE CONDITIONS KOTI-NABO TECHNISCHE BORSTELS NV

### Version 2025

**Note:** These terms are a translation of the original Dutch text. In case of any discrepancies or differences in interpretation, the Dutch version shall prevail.

#### Article 1. General

- 1.1 The following definitions have the meanings set out below in these general conditions:
- **"Client"**: KOTI Industrieel en Technisch Borstelwerk B.V. (KBO no. 0643.848.287) or any legal entity/enterprise affiliated with it, whereby only the legal entity with which the agreement is concluded enters into obligations towards the Contractor.
  - **"Contractor"**: any natural person or legal entity with whom the Client negotiates about the conclusion of an agreement and/or with whom the Client concludes an agreement.
  - **"Assignment"**: the performance of works and/or the supply of goods commissioned by the Client.
  - **"Agreement"**: any agreement for the supply of goods and/or performance of works concluded between the Client and the Contractor, any addition or amendment thereto, as well as all (legal) acts in preparation thereof (including the Client's request and the Contractor's offer) and in execution thereof.
  - **"Supply of goods"**: all work and services related to the supply of goods, insofar as these do not fall under "performance of works".
  - **"Performance of works"**: the carrying out of design and/or execution activities, including the creation of a tangible work and/or the performance of services, whether or not accompanied by the supply of goods, which is not an employment contract.
  - **"Project"**: the assignment and/or work described in the Agreement.
  - **"Main contract"**: the agreement between the Client and the Principal.
  - **"Principal"**: the client under the Main contract.
- 1.2 These general conditions apply to all requests and assignments from the Client. These general conditions further apply to all offers, quotations, assignments, legal relationships and agreements, by whatever name, relating to the performance to be rendered by the Contractor for the benefit of the Client.
- 1.3 The working language for all matters relating to the Agreement is Dutch.
- 1.4 These general conditions also apply to any additional or follow-on assignments given by the Client.
- 1.5 The applicability of the Contractor's general terms and conditions is expressly rejected by the Client.
- 1.6 Any offer or commitment made by a representative of the Client is only binding insofar as the Client has confirmed it in writing. Oral agreements do not bind the Client unless and insofar as they have been confirmed in writing. Only the director of the Client is authorised to represent the Client.
- 1.7 Insofar as these general conditions are also drawn up in a language other than Dutch, in the event of any differences and for the interpretation of these general conditions, the Dutch text shall always be decisive.

#### Article 2. Quotations from the Contractor

- 2.1 A request from the Client to submit a quotation is always without obligation. All costs incurred by the Contractor in preparing a quotation are for the Contractor's account.
- 2.2 A quotation from the Contractor is irrevocable, unless the Contractor has expressly and in writing stated in the quotation that it is revocable.
- 2.3 The Contractor's quotation is valid for at least three (3) months.

#### Article 3. Agreement

- 3.1 An Agreement is concluded only: (1) by the Contractor signing the unamended order confirmation (also referred to by the Client as "purchase order") sent by the Client to the Contractor; or (2) if the Contractor fails to return the order confirmation within eight (8) days after the date of dispatch and does not lodge any written objection to the content of the order confirmation within that eight (8) day period, or has commenced execution of the Assignment within that period, in which case the Contractor shall be deemed to have accepted the Assignment under the conditions set out in the order confirmation and subject to these general conditions. Subject to the foregoing, the Agreement is fully proved by the Client's written order confirmation.
- 3.2 The following apply to all (specific) Agreements of the Client as if they were literally included therein:
- a. all technical and administrative provisions relating to the

Assignment and the associated documents, including drawings as well as the assignment definition, working drawings, work description, step-by-step plan (per project), manuals, surveys, schedules of directions, explanatory notes, additions and implementation guidelines;

- b. these general conditions;
- c. all other provisions by which the Client is bound towards the Principal under the Main contract, insofar as they are directly or indirectly related to the Assignment, and insofar as the Contractor has been able to take cognisance of them.

The provisions of the (specific) Agreement shall always prevail over those referred to under a, b and/or c.

- 3.3 In the event of inconsistency between the provisions and/or documents referred to in Article 3.2(a), (b) and (c), none of these provisions and/or documents shall automatically take precedence; they must be read in conjunction with one another. The following guidelines apply, without prejudice to Article 3.4:
- a. a later-dated document prevails over an earlier-dated document;
  - b. a written description prevails over a drawing;
  - c. a specific provision prevails over a general provision.
- 3.4 The Contractor is obliged to check the Assignment and all related documents, methods, information, instructions, decisions and similar items. If the Contractor discovers (or suspects) any ambiguities, errors and/or omissions, it is obliged to notify the Client thereof immediately in writing and to request clarification before proceeding with execution, manufacture or delivery; failing this, the Contractor shall be liable for all resulting damage.
- 3.5 Additions or amendments to provisions of the Agreement and/or to the documents forming part thereof pursuant to Article 3.2 shall only be binding on the Client if and insofar as they have been accepted in writing by the Client.
- 3.6 The Contractor is obliged, in executing the Assignment, to follow the orders and instructions given by the Client. This does not release the Contractor from (i) its obligations as described in Article 3.4 and (ii) its professional responsibility, which in all circumstances remains fully with the Contractor.
- 3.7 The Contractor shall execute the Assignment in a proper and sound manner and in accordance with the Agreement.

#### Article 4. Joint and several liability

If the Agreement is concluded between the Client and two or more Contractors jointly, or if any obligation under that Agreement rests on two or more (legal) persons, those Contractors or (legal) persons shall each be jointly and severally liable towards the Client.

#### Article 5. Ownership of models, documents, designs

- 5.1 The annexes to the Agreement as referred to in Article 3.2 (Agreement) of these general conditions, as well as the drawings, calculations and other documents, models, methods, etc., computer files and other data carriers (whether electronic or not) provided by the Client to the Contractor, or made or commissioned by the Contractor for the Assignment, or developed by the Contractor in cooperation with or on behalf of the Client, shall remain or become the property of the Client and shall, at the Client's first request, be returned or sent to the Client, at the Contractor's expense.
- 5.2 The Contractor is not permitted to use the items referred to in Article 5.1 in any other way than for the purposes of and as provided in the Agreement. Use of said items is entirely at the Contractor's risk.
- 5.3 The Contractor shall make available to the Client the items referred to in Article 5.1 no later than upon delivery of the goods/completion of the work, failing which the Client may suspend payment until it has received them.

#### Article 6. Intellectual property

- 6.1 All intellectual property rights (whether registered or applied for), including but not limited to patents, copyrights, typographical rights, database rights, design rights, trademarks, model rights and derivative rights, which rest on the documents forming part of the Agreement as referred to in Article 3.2 (Agreement), as well as on the documents referred to in Article 5.1 (Ownership of documents, etc.) provided by the Client to the Contractor, or made or commissioned by the Contractor for the Assignment, or developed by the Contractor in cooperation with or on behalf of the Client, shall accrue exclusively to the Client.
- 6.2 Insofar as necessary, by entering into the Agreement the Contractor irrevocably transfers the aforesaid intellectual property rights to the Client. The Contractor shall, at the Client's first request, cooperate in

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this transfer and perform all necessary acts for its own account, such as signing (transfer) documents.

- 6.3 The Contractor is not entitled to any (additional) remuneration for or in connection with the transfer of the rights referred to in Article 6.1, in addition to the price it receives from the Client for the Assignment.
- 6.4 The Contractor warrants that the execution of the Agreement does not infringe any intellectual property right of third parties. The Contractor shall fully indemnify the Client against any third-party claims based on such rights, including court and legal fees. The obligations arising from the Contractor from this Article 6.4 shall continue after termination of the Agreement.
- 6.5 The Contractor is not permitted, without the Client's prior written consent, to use the Client's name and/or logo in any way (for example via social media).

### Article 7. Confidentiality

- 7.1 The Contractor undertakes to maintain confidentiality towards third parties regarding the content of the Agreement, the documents referred to in Article 3.2 (Agreement), the documents referred to in Article 5.1 (Ownership of documents, etc.) and all (direct or indirect) data, information and knowledge obtained from the Client (including business information and know-how), in the broadest sense.
- 7.2 The Contractor shall bind the employees, agents, independent service providers and third parties engaged by it in the performance of the Agreement to the same confidentiality obligations in writing.
- 7.3 The obligations arising from the Contractor from Article 7.1 shall continue after termination of the Agreement until the information concerned has become public without any fault or act of the Contractor.

### Article 8. Non-competition and non-solicitation

- 8.1 During the term of the Agreement, the Contractor shall refrain from submitting quotations and/or offers directly or through third parties to the Principal concerning the Project, including in respect of extensions and/or modifications.
- 8.2 The Contractor shall refrain from directly or indirectly (whether or not actively) soliciting and/or employing, or otherwise engaging the services of, employees of the Client or any other company affiliated with the Client. This obligation applies during the term of the Agreement between the Client and the Contractor and for a period of 12 months following execution of the Agreement.

### Article 9. Subcontracting, staff leasing and temporary agency work

- 9.1 Without the Client's prior written consent, which may be subject to conditions, the Contractor is not permitted to subcontract the execution of the Agreement in whole or in part to a third party and/or to make use of seconded workers or temporary agency workers.
- 9.2 If, after obtaining consent, the Contractor assigns the execution of the Agreement (in whole or in part) to another party, the Contractor must promptly draw up a written agreement in which the conditions of the Agreement (including these general conditions) form part, in such a way that the instructing Contractor assumes the legal position of the Client and the supplying/subcontracting/third party assumes that of the Contractor. That Contractor undertakes to impose the same prohibition of subcontracting and prior-consent requirement on its own subcontractor. The initial Client shall, where applicable, be asked for prior written consent in respect of any further subcontractor.
- 9.3 The provisions of this Article do not affect the obligations which the Contractor has towards the Client under the Agreement.
- 9.4 The Contractor must ensure that the subcontractor involved complies with all statutory and regulatory obligations. In any event, and even with the Client's prior consent, the Contractor remains liable for proper performance of the works by its subcontractors and for compliance with the laws and regulations as set out in Article 19. The Contractor's indemnity obligation referred to in Article 14 (Liability and indemnity) remains fully applicable in all the above situations.

### Article 10. Contractual set-off

- 10.1 The Client may set off amounts it owes to the Contractor in connection with the Agreement (and on any other grounds) against all claims which the Client and/or affiliated (legal) persons have against the Contractor and/or affiliated (legal) persons of the Contractor. Set-off by the Client is possible irrespective of whether a claim or debt is due and payable, conditional or subject to a time limit.
- 10.2 The Contractor waives any right of set-off.

### Article 11. Price and quantity

- 11.1 All prices are fixed, unless agreed otherwise in writing. There shall be no price adjustment due to increases in wages, prices or other cost-increasing factors, unless agreed otherwise in writing.
- 11.2 All prices apply to delivery of the goods at the place referred to in Article 28 (Place of delivery) and include all transport costs (carriage paid), import and export duties and other levies and taxes and all insurance costs, but exclude value added tax (VAT). Currency fluctuations (differences in exchange rate between ordering and delivery/invoicing) shall have no effect on the price.
- 11.3 Unless the Agreement expressly states that the quantities are adjustable, the quantities stated in the Agreement are given as accurately as possible and the Contractor must deliver as much more or less as the work requires, without being entitled to demand a unit price adjustment.

### Article 12. Invoicing

- 12.1 Invoices to be sent by the Contractor to the Client must comply with the requirements laid down in or pursuant to the Belgian Value Added Tax Code of 3 July 1969 and Royal Decree no. 1 of 29 December 1992.
- 12.2 The Contractor must in any case clearly and legibly state the following data on the dated and numbered invoice, insofar as applicable:
  - a. the purchase order number (as stated in the order confirmation) of the Client relating to the Assignment;
  - b. the work and place(s) of performance to which the invoice relates;
  - c. the period and performance to which the invoice relates;
  - d. the Contractor's name, address and registered office;
  - e. the Contractor's VAT number;
  - f. a statement whether the reverse-charge scheme (as referred to in Article 20 of Royal Decree no. 1 of 29 December 1992) applies or not. If it applies, the following wording must be included: "Reverse charge of tax. In the absence of written dispute within one month of receipt of the invoice, the customer shall be deemed to acknowledge that it is a taxable person required to file periodic returns. If this condition is not met, the customer shall be liable for the payment of the tax due, interest and penalties with regard to this condition." If it does not apply, the amount of VAT must be stated.
- 12.3 Invoices from the Contractor must be submitted in a single copy stating the purchase order number indicated by the Client. The invoice must be submitted electronically, unless another method of invoicing is specified in the order confirmation. As from 1 January 2026, structured electronic invoices must be issued via the Peppol network in Belgium where the Contractor's services fall within the scope of that requirement.
- 12.4 The Contractor is not entitled to increase the invoice by a so-called credit restriction surcharge.
- 12.5 In the event of deferred payment or if the parties agree that payment relating to the Assignment and/or the Project will be made in instalments (partial payments), the Contractor must prepare and issue a separate invoice for each partial payment to the Client. Each invoice must correspond to the relevant part of the goods delivered and/or works performed under the Assignment and/or Project. The Contractor is not entitled to combine several partial payments in one invoice, unless the Client has given prior written consent.
- 12.6 The Contractor is obliged, at the Client's request, to provide the Client free of charge with all information required for its administration or that of the Principal.
- 12.7 The Client is entitled to suspend payment if the Contractor has not fulfilled all its obligations. Payment by the Client shall in no way imply a waiver of rights.
- 12.8 The Client may require the Contractor to provide security for the Contractor's performance of the Agreement. Such a request by the Client must be made in writing. If the request is made by the Client, the Contractor is obliged to provide the requested security. Unless agreed otherwise, the value of the security shall be equal to 100% of the price agreed between the Client and the Contractor for the Assignment. The security must be provided in the form of a proper bank guarantee issued by a Belgian bank.
- 12.9 Invoices that do not meet the requirements laid down in the preceding paragraphs of this Article shall be returned without being processed and shall not be paid.

### Article 13. Payment

- 13.1 If the Contractor has fulfilled all its obligations under the Agreement, it may invoice the agreed price to the Client. Unless agreed otherwise,

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payment by the Client shall be made within thirty (30) calendar days of the date of receipt and approval of the relevant invoice. Payments by the Client are made only on Thursdays. If the payment term ends on a day that is not a Thursday or on a day on which no payment transactions are possible, the payment term is extended to the next Thursday on which payment transactions are possible.

- 13.2 Payments shall be made on the basis of an agreed schedule of instalments and, in the absence of such a schedule, after final delivery (in the case of purchasing). The Client shall only pay:
- once the delivery/work or the part to which a (instalment) payment relates has been satisfactorily completed by the Contractor;
  - after receipt by the Client of an invoice in accordance with Article 12 (Invoicing).
- 13.3 Without prejudice to the provisions of these general conditions, the Client has the right to suspend payments until the Client has received the signed and unamended copy of the order confirmation from the Contractor.
- 13.4 Payment by the Client for the delivered (approved) goods and/or (parts of) the work does not release the Contractor from any guarantee and/or liability arising from the Agreement or the law.
- 13.5 If, after written notice of default, the Contractor fails, whether or not imputably, to comply with its obligations under the Agreement, the Client shall not be obliged to pay any compensation, except for payment of already performed and approved deliveries. If the Contractor's default is imputable, such payment shall be made after deduction of the damage and costs incurred and/or to be incurred by the Client as a result of the imputable default.
- 13.6 If, due to default or insolvency of the Contractor, the Client carries out the work in whole or in part itself or has it carried out by others, the Client shall be entitled, on behalf and for the account of the Contractor, to pay directly to the Contractor's subcontractors and suppliers a fair remuneration for the work and deliveries in respect of which they have not yet been paid. The Client shall only do so after having heard the Contractor or its legal representative in this regard.

### Article 14. Liability and indemnity

- 14.1 The Contractor is fully liable for all damage and losses, both direct and indirect, of whatever nature, suffered by the Client, the Principal or third parties as a result of or in connection with the execution of the Assignment. The Contractor indemnifies the Client against all third-party claims in this regard, including all related costs such as legal and court fees, and shall compensate the Client where necessary. The Contractor expressly waives any limitation of its liability and any provisions that could limit the compensation payable to the Client for all damage or losses suffered. This liability remains in force regardless of whether the Project has been processed or has already been transferred to third parties.
- 14.2 The Contractor is liable for all administrative fines and/or other (penal) measures imposed on the Client, the Principal and/or third parties as a result of an act and/or omission of the Contractor.
- 14.3 The Contractor is liable for damage to auxiliary materials, structures, tools, equipment, including damage due to theft, depreciation, vandalism and damage including arson.
- 14.4 The Client is not liable towards the Contractor for damage resulting from delays in the execution of the Assignment. In the event of delay, the Contractor is obliged, in consultation with other contractors involved in the Assignment, to prevent delays and the resulting costs and damage as much as possible, or at least to limit them to a minimum. Any delay, as well as the threat of delay, must be reported to the Client immediately.
- 14.5 If the Contractor suffers damage as a result of an event for which the Client is legally liable towards the Contractor, the Contractor must notify the Client thereof in writing within two (2) months after the Contractor has discovered or reasonably could have discovered the damage, including future damage, failing which the right to compensation shall lapse. This provision does not apply in cases of intent or gross negligence on the part of the Client. The Client's liability is limited to direct damage. Direct damage shall in no case include: business interruption, production loss, loss of turnover and/or profit and decrease in value of products.
- 14.6 The Client is entitled to set off any claim for damages against the Contractor in accordance with Article 10 (Set-off).
- 14.7 The Client's non-contractual liability is excluded to the extent permitted by law. The Contractor undertakes not to bring non-contractual claims against the Client's agents, including employees, directors, freelancers, subcontractors, etc.

### Article 15. Insurance

- 15.1 Without prejudice to Article 14 (Liability and indemnity), from conclusion of the Agreement the Contractor shall be adequately insured for the performance of the Agreement and shall remain adequately insured during execution of the Agreement, the term of the Agreement and the maintenance period. The Contractor is in particular obliged:
- to have a public liability (commercial general liability) insurance with a cover of at least EUR 2,500,000 (two million five hundred thousand euros) per loss event;
  - to have an employer's liability insurance with a cover of at least EUR 1,000,000 (one million euros);
  - to have a professional indemnity insurance with a cover of at least EUR 2,500,000 (two million five hundred thousand euros) per loss event;
  - in the case of delivery or use of motor vehicles or other (rolling) equipment, to insure the risk of liability for damage to the Client and/or third parties in accordance with statutory requirements. The Contractor guarantees and indemnifies the Client that (1) for WAM-obligatory objects a liability insurance has been taken out which complies with the requirements of the Motor Vehicle Liability Insurance Act and also covers damage arising from the use of such equipment, (2) comprehensive (omnium) insurance has been taken out, (3) the Client is included in the policy as co-insured and that insurers have no right of recourse against the co-insured Client, and (4) the motor vehicle and equipment insurances do not contain exclusions for so-called "work risks" and/or damage to underground objects such as cables and pipes;
  - to adequately insure all equipment used by the Contractor (such as tools, building materials, construction materials) for property and personal damage, including consequential damage, arising from or in connection with the use of such equipment;
  - if the Agreement entails that goods are made available to or by the Client under any title, to adequately insure such goods for the benefit and to the satisfaction of the Client, including at least the risks of loss, theft, damage, storm, fire and statutory liability.
  - If several insurances are applicable to a loss, the Contractor's liability insurance shall always take precedence over other insurances.
- 15.2 The Contractor shall, where necessary (whether or not at the Client's first request), take out additional insurance so that adequate insurance cover is in place.
- 15.3 The insured amount must be such that the risks borne by the Contractor under the Agreement are covered. Unless otherwise specified, the insured amount per loss event shall be at least EUR 2,500,000 (two million five hundred thousand euros).
- 15.4 The Contractor shall not amend any insurance (including the insured amount and the policy conditions) to the detriment of the Client. Insurance of liability does not affect the Contractor's liability under the Agreement or the law.
- 15.5 At the Client's first request, the Contractor is obliged to provide copies of insurance policies and evidence of premium payments to prove that the insurances are effectively in force.
- 15.6 The Contractor shall also comply with the obligations imposed on (co-) insureds by the insurance conditions. If the Contractor fails to comply with its insurance obligations, the Client shall be entitled to fulfil those obligations on behalf of and at the expense of the Contractor.
- 15.7 The Contractor shall ensure that the insurance conditions expressly stipulate that the insurer will not recover from the Client any damage paid by it.
- 15.8 Any excess (deductible) under any insurance is entirely for the Contractor's account, insofar as the damage is for the Contractor's risk.
- 15.9 Claims under any insurance possibly taken out by the Client arise only upon a corresponding declaration by the Client. If the Contractor is co-insured under a policy of the Client and damage is caused by the Contractor, the Contractor must reimburse the excess or any damage not covered by the policy.
- 15.10 The Contractor guarantees that all subcontractors or third parties it engages for the execution of the Agreement comply with the same obligations.
- 15.11 The Contractor shall inform the Client in writing without delay of any change, suspension or termination of the insurance policies mentioned above.

### Article 16. Delivery of certificates, etc. and software

- 16.1 If the Agreement requires certificates, attestations, guarantees and/or

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instruction manuals, the Contractor shall ensure that these are in the possession of the Client no later than four weeks after delivery of the goods/completion of the work, unless another time has been agreed. Failing this, the Client may suspend payment until it has received them.

- 16.2 The Contractor grants the Client a worldwide, non-exclusive, perpetual, royalty-free and irrevocable licence to use software and documentation that form part of the delivered goods. The Client is entitled to sublicense and/or transfer the licence to the Principal, who is in turn entitled to do the same. The Contractor warrants that the software and documentation do not infringe any third-party intellectual property rights and indemnifies the Client against all damage and claims by third parties in this respect.

### Article 17. Warranty

17.1 Without prejudice to its liability under the Agreement or the law, the Contractor shall provide the warranties specified in the Agreement (including these general conditions) in respect of the goods it has supplied and/or the work it has performed, for the period stipulated in the Agreement, failing which a period of 5 years shall apply. The Contractor warrants in any event that the goods supplied and the work performed, including the goods used for it, are at least:

- a. of good quality, free from any defect in design, selection of materials, construction, assembly and material; and
- b. in accordance with the Agreement (and the related documents, including those referred to in Article 3.2 (Agreement) of these conditions) and suitable for the purpose for which they are intended and in conformity with the requirements laid down in the Agreement and by or on behalf of the authorities.

The goods supplied shall be of sound material and good workmanship, executed by qualified personnel under expert supervision, fully in accordance with drawings and specifications and, where applicable, at least equal to samples or models made available or shown by the Contractor to the Client. The goods must be fully capable of delivering the intended performance and comply with all standards, quality marks, laws and regulations in force at the time of conclusion of the Agreement and at the time of actual delivery (once the goods have been received by the Client at the agreed place of delivery). The Contractor further warrants that the goods supplied are suitable for their intended purpose.

- 17.2 In addition to Article 17.1, the following applies: if the manufacturer's warranty is more extensive than the above warranty, at least the warranty granted by the manufacturer shall apply. If the Client is obliged to provide a certain warranty to the Principal, the Contractor is additionally obliged to provide that warranty. This Article shall never result in exclusion or limitation in scope or duration of the warranties mentioned in Article 17.1.
- 17.3 The warranties referred to in Articles 17.1 and 17.2 apply (i) in the case of purchasing, from the day of delivery, (ii) in the case of subcontracting, from the day on which the work is handed over by the Client to the Principal for the relevant part of the work, and (iii) in the case of delivered technical components and installations in particular, from the day of commissioning or start-up.
- 17.4 Without prejudice to other rights of the Client, the Contractor shall, free of charge and upon first request of and in consultation with the Client, remedy as soon as possible all defects occurring during the warranty period.
- 17.5 If, after written notice of default, the Contractor does not remedy the defect, fails to do so in time and/or properly, or if elimination of the defect cannot be delayed, the Client is entitled, after written notification, to have the necessary measures taken at the Contractor's expense. The Client is entitled to recover these costs from the Contractor.
- 17.6 After replacement or repair within the warranty period, a new warranty period shall start for the replaced or repaired part of the delivery.
- 17.7 Even after expiry of the warranty period applicable under this Article, the Contractor's possible liability under the Agreement or the law shall continue to exist, including liability for hidden defects.
- 17.8 The Contractor is obliged to organise and maintain its organisation in such a way that the origin of each part or component of the delivery is traceable, including its production, origin and history.
- 17.9 The short limitation period within the meaning of Article 1648 of the former Belgian Civil Code may not be interpreted in such a way that the Client loses its rights if it does not notify the Contractor within six (6) months after it has discovered or reasonably should have discovered a defect in the Contractor's performance.

17.10 The Contractor must be able to maintain and repair the delivered goods and/or executed works for at least their normal service life.

- 17.11 The Client is entitled to transfer all rights arising from warranty (including the warranty granted itself) and/or from this Article against the Contractor to the Principal (or another third party designated by the Client). The Contractor hereby gives prior consent to such transfer.

### Article 18. Materials (including tools and equipment)

- 18.1 If and insofar as materials are required for the work which, under the Agreement, are to be supplied by the Client, these materials will be supplied to the Contractor on call. Care of these materials is at the Contractor's risk and expense. The Contractor must ensure proper receipt, storage and transport of the materials on site and for any returns.
- 18.2 Unless agreed otherwise in writing, the Contractor shall provide, at its own expense and risk, all materials required. The materials must be of sound quality and comply with applicable statutory requirements and regulations. All transport of materials and equipment is at the Contractor's risk and expense.
- 18.3 If materials supplied by the Client are used for the work to be carried out by the Contractor, such use is only permitted after written consent of the Client. After execution of the Agreement (and in any event upon first request by the Client), the materials must be promptly returned to the Client in the same condition as when supplied. The Contractor is responsible for proper and careful handling of the materials and must ensure proper receipt, storage and transport. Use of the materials is at the Contractor's risk, and the Contractor is fully liable for damage caused by such use. The Contractor indemnifies the Client against third-party claims in this respect.

### Article 19. Obligations under various laws and regulations

- 19.1 If the Contractor subcontracts the execution of the Agreement in whole or in part to a third party, and if it makes use of seconded labour or temporary agency work, laws and regulations must be strictly complied with.
- 19.2 The Contractor must comply with all (current and future) laws and regulations relating to the performance of work and the employment of workers, including but not limited to the Act of 3 July 1978 on employment contracts, the Act of 5 December 1968 on collective labour agreements and joint committees, the Act of 24 July 1987 on temporary work, temporary agency work and the provision of workers to users, the Act of 16 March 1971 on working hours, the Act of 12 April 1965 on the protection of workers' wages, the Act of 27 June 1969 revising the Decree-Law of 28 December 1944 on social security for workers, the Act of 29 June 1981 on the general principles of social security, the Labour Relations Act, the Act of 4 August 1996 on the well-being of workers in the performance of their work, the Act of 5 March 2002 on employment, wage and working conditions in the event of posting of workers to Belgium and the compliance therewith.
- 19.3 The Contractor indemnifies the Client against any fines and/or sanctions and/or loss (such as loss of income or claims by the Principal and/or third parties) resulting from violations of laws and regulations, including those mentioned in Article 19.2.
- 19.4 If, by virtue of law, the Client is held (jointly and severally) liable and thus required to pay unpaid amounts (wages, contributions, etc.), social security and taxes, the Client shall have recourse against the Contractor for the full amount, plus statutory interest from the date of payment by the Client.
- 19.5 If the Contractor and/or third parties engaged by it are no longer able to comply with their payment obligations under the law, the Contractor must inform the Client thereof within 5 working days after the day on which the inability to pay has arisen, failing which the Contractor is in default by operation of law towards the Client. In that case, the Client shall be entitled, without any notice of default or court intervention being required, to declare the Agreement wholly or partially dissolved, without prejudice to its right to damages.
- 19.6 The Contractor indemnifies the Client against:
- a. all claims by third parties, including workers, concerning wage payment arising from work carried out in the context of the execution of the Agreement as well as other claims under applicable laws and/or collective labour agreements and fines relating to non-compliance with applicable laws and/or collective labour agreements;
  - b. fines and/or (penal) measures imposed on the Client and/or the Principal and/or third parties as a result of acts and/or omissions of

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- the Contractor (and third parties engaged by it) contrary to applicable laws and/or collective labour agreements;
- c. all claims by third parties, including the Federal Public Service Finance, in connection with taxes and contributions owed by the Contractor (and its workers).

### Article 20. Laws, regulations, permits

- 20.1 The Contractor must comply with all laws and regulations relevant to the Assignment, even if these are not explicitly mentioned in the Agreement or in these general conditions.
- 20.2 The Contractor must comply with all (public law) permits, exemptions, notifications and the like applicable to the Project.
- 20.3 Permits or exemptions granted to the Client in connection with the execution of the Project, of which the Contractor's project forms part, are available for the Contractor's inspection.
- 20.4 Unless agreed otherwise, the Contractor shall itself obtain the (public law) permits, exemptions, notifications and the like required in connection with the execution of its Assignment. The Contractor shall also ensure that any third parties it engages have these.
- 20.5 The Contractor declares that it holds all diplomas/certificates required by law and, where applicable, by local regulations for the performance of its work; copies shall be provided at the Client's first request.

### Article 21. Inspection and testing

- 21.1 The Client and/or the Principal have the right at all times to inspect or test the ordered or delivered goods/the work in progress - including the goods used for it. The Contractor shall provide such facilities as may reasonably be required for this purpose.
- 21.2 If the goods/work are rejected by the Client and/or the Principal, the costs of such testing shall be borne by the Contractor. Rejection is only possible if the goods/work do not comply with the Agreement or conditions set under or pursuant to it.
- 21.3 Inspection or approval does not release the Contractor from any warranties or liabilities arising from the Agreement or the law.

### Article 22. Termination

- 22.1 Any deadline agreed between the Client and the Contractor for the Contractor's performance of its obligations is a strict deadline, unless otherwise agreed in writing. The Contractor is in default by the mere expiry of that deadline. Reminders sent by the Client do not affect this.
- 22.2 Without prejudice to the rights to which the Client is entitled by law, the Client may, in each of the following cases, terminate the Agreement in whole or in part without prior notice of default or court intervention, without prejudice to the Client's right to damages, if the Contractor commits a contractual breach, that is, if the Contractor fails to perform one or more of its contractual obligations, or fails to do so in time or in full, and fails to remedy this within fifteen (15) days after the Client has given notice of default. The Client shall notify the Contractor of the termination by registered letter. Without limitation, the following shall be considered contractual breaches:
- failure to deliver or late delivery of goods or works;
  - repeatedly failing to comply with contractual obligations despite written reminders;
  - a breach of Articles 6 (Intellectual property rights), 7 (Confidentiality), 8 (Non-competition and non-solicitation), 20 (Laws, regulations, permits).
- 22.3 Without prejudice to the rights to which the Client is entitled by law, the Client may, in each of the following cases, terminate the Agreement in whole or in part without prior notice of default or court intervention, without prejudice to the Client's right to damages:
- in the event of (a petition for) (i) bankruptcy, (ii) judicial reorganisation, (iii) collective debt settlement, (iv) (partial) liquidation and dissolution, or (v) the appointment of a provisional administrator of the Contractor or of the (legal) person who has guaranteed or provided security for the Contractor's obligations;
  - if one or more of the Contractor's assets are placed under administration;
  - if the Contractor transfers (parts of) its business or control thereof in whole or in part, discontinues its business in whole or in part, or otherwise ceases its business activities;
  - if precautionary or enforcement attachment is levied on all or part of the Contractor's assets;
  - if, due to force majeure, the Contractor cannot perform its obligations under the Agreement for a period of three (3) months;
  - if the Contractor dies;
  - if the Contractor breaches any statutory provision or is subject to a

fine or other measure;

h. in the event of termination of the Main contract.

- In such cases, the Client is also entitled to have the execution of the Agreement carried out in whole or in part by one or more third parties at the Contractor's risk and expense. The Contractor is obliged to notify the Client immediately in writing of (a request for) bankruptcy, judicial reorganisation and any (threatened) attachment.
- 22.4 All claims which the Client has or obtains against the Contractor in the cases referred to in Articles 22.2 and 22.3 shall become immediately and fully due and payable.
- 22.5 The Client may terminate the Agreement at any time without notice period and without giving reasons. In that case, the Client shall pay the Contractor only a fee determined pro rata the state of the Assignment at the time of termination and based on the agreed price.
- 22.6 In the event of (partial) termination of the Agreement on the basis of Article 22.1, 22.2 or 22.3, and without prejudice to its right to compensation for damage and costs, the Client shall have the right, at its option:
- to return already delivered but no longer usable goods/work to the Contractor and to dismantle them, at the Contractor's expense, and to reclaim payments made for such goods/work;
  - to complete the Agreement itself or through third parties, where appropriate after written notice, using the goods/work already delivered/performed by the Contractor and the materials, equipment, etc. used by the Contractor, with or without payment of a reasonable fee to be agreed afterwards.
- 22.7 In the event of the Contractor's bankruptcy or judicial reorganisation, the Client is entitled to charge the Contractor 10% (ten percent) of the price agreed in the Agreement and to set this off against any claims by the Contractor, as compensation for the fact that, due to the Contractor's bankruptcy or judicial reorganisation, the Client will be unable to enforce its contractual and/or legal (guarantee) rights regarding (hidden) defects in the work. In addition, the Client shall be entitled to charge the actual damage and set it off against the Contractor's claims.

### Article 23. Rights of suspension

- 23.1 The Client is entitled to suspend its payment obligations if the Contractor fails, or threatens to fail, to fulfil its obligations, regardless of whether such failure is imputable.
- 23.2 If, based on the circumstances known to the Client at the time, the Client has reasonably believed it was entitled to suspend its obligations, the Client shall not be obliged to pay any compensation if it later appears that the Client's reliance on its right of suspension was not legally valid.
- 23.3 The Contractor waives any right of suspension and/or retention to which it may be entitled.

### Article 24. Assignment and pledge of claims

The Contractor may not assign, transfer by way of security or pledge the claims arising from an Agreement between the Client and the Contractor without the Client's prior written consent.

### Article 25. Liquidated damages; penalties

- 25.1 For each breach by the Contractor of an obligation described in Articles 6 (Intellectual property rights), 7 (Confidentiality) and 8 (Non-competition and non-solicitation), the Contractor shall owe an immediately payable penalty, without any notice of default or court intervention being required. This is without prejudice to the Client's right to demand specific performance or (additional) damages. In the event of a breach of an obligation described in Article 6 (Intellectual property rights) and/or Article 7 (Confidentiality), the penalty shall be EUR 50,000 per breach plus EUR 5,000 per day or part thereof that the breach continues. In the event of a breach of an obligation described in Article 8 (Non-competition), the penalty shall be EUR 5,000 per breach plus EUR 500 per day or part thereof that the breach continues.
- 25.2 The Client may impose penalties on the Contractor for late delivery of goods as referred to in Article 29 (Time of delivery). The amount of the penalties is determined in the Agreement. In the absence of such a stipulation, the penalties shall be 2% (two percent) of the agreed price per day or part thereof, with a minimum of EUR 500 per day. Penalties are incurred by mere lapse of time, without any notice of default or court intervention being required. This is without prejudice to the Client's right to demand performance or (additional) damages as provided in Article 29.1.

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### Article 26. Dispute resolution; applicable law

- 26.1 All disputes – including those which only one of the parties considers as such – arising between the Client and the Contractor in connection with the Agreement or agreements resulting therefrom shall be settled by the Enterprise Court of the judicial district of Antwerp, Hasselt division.
- 26.2 The Agreement is governed exclusively by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) is excluded.

### Article 27. Manner of delivery

- 27.1 Unless otherwise agreed in writing, delivery shall be DDP (Delivered Duty Paid, Incoterms 2020) to the work, including all duties. Transport of the goods is therefore at the Contractor's risk and expense.
- 27.2 Breakage and/or damage occurring during loading, transport and/or unloading and stacking shall be for the Contractor's account.
- 27.3 Unloading and stacking outside the Client's normal working hours may only take place with the Client's prior written approval, unless otherwise agreed.
- 27.4 The goods must be properly and environmentally packaged. The Contractor is liable for damage to persons or property caused by inadequate packaging and/or damage or destruction of such packaging. At the Client's first request, the Contractor shall collect (transport) packaging materials at its own expense. The Client is furthermore entitled at all times to return (transport) packaging materials to the Contractor at the Contractor's expense.

### Article 28. Place of delivery

- 28.1 The Contractor shall deliver the goods at the place specified in the Agreement. If no such place has been agreed, delivery shall be made at the Client's business location.
- 28.2 If, prior to delivery, the Client requires the goods to be delivered at a place other than that agreed, the Contractor shall be obliged to comply with this requirement insofar as this can reasonably be demanded of it.

### Article 29. Time of delivery

- 29.1 Deliveries shall be made at the time specified in the Agreement or in accordance with the schedule provided by the Client. In the event of exceeding the delivery time, the Contractor is in default without further notice of default and is obliged, upon first request, to compensate all damage suffered by the Client as a result, without prejudice to the penalties to which the Client is entitled under Article 25.2.
- 29.2 The Contractor is bound by the time of delivery specified in the Agreement, or the delivery schedule specified by the Client, on the understanding that the Client shall be entitled to determine the time or schedule of delivery in more detail by call-off and to align it with the progress of the work, without the Contractor being entitled to a price adjustment or any other form of compensation.
- 29.3 If required by the progress of the work, the Client is also entitled to determine the sequence of the deliveries to be made by the Contractor, even if a certain sequence has been specified in the Agreement.
- 29.4 If, for whatever reason, the Client is unable to receive the goods at the agreed time via the agreed schedule, the Contractor shall store and secure the goods and take all reasonable measures to prevent deterioration in quality until they are delivered.
- 29.5 If the Contractor will not be able to complete its performance at the time specified in the Agreement or in accordance with the delivery schedule set by the Client, it must notify the Client immediately.
- 29.6 The Contractor is liable to the Client for any penalties or reductions in the contract sum imposed on the Client by the Principal due to late completion of (parts of) the work resulting from delays attributable to the Contractor. The Client is entitled to recover such penalties or reductions from the Contractor, if necessary by withholding them from payments still due to the Contractor.
- 29.7 Without prejudice to the Client's right, at its choice and discretion, to demand performance of the Agreement, possibly with damages, the Client is entitled, if delivery does not take place at the agreed time or in accordance with the agreed schedule, to terminate or cancel the Agreement in accordance with Article 22 (Termination) of these general conditions without being obliged to pay any compensation for damage or costs.
- 29.8 The Contractor shall ensure that the goods delivered are accompanied by all documentation required for proper use of the goods, as well as any inspection, test and control reports and warranties.
- 29.9 Partial deliveries are only permitted with the Client's written consent.

### Article 30. Transfer of ownership; risk, acceptance, items made available

- 30.1 Ownership of goods to be delivered or manufactured shall be deemed to have passed to the Client as soon as the Contractor has started processing them, obtained them from third parties or manufactured them. In all other cases, ownership of the goods shall pass to the Client upon approval after delivery, once the goods have been received by the Client at the agreed place of delivery. The goods are at the Contractor's risk until they have been received by the Client.
- 30.2 Items made available by the Client shall remain its property under all circumstances and shall be clearly identifiable as such by the Contractor for third parties. Such items are deemed to be in good condition and in accordance with the required specifications, unless the Contractor submits a written complaint within four (4) working days of receipt. At the Client's first request, the Contractor shall indicate and hand over such items to the Client.
- 30.3 In the event of rejection of delivered goods by the Client, the goods shall remain the Contractor's property and risk and shall therefore never pass to the Client. In such case, the Client is not obliged to fulfil its obligations under the Agreement. The Contractor shall credit the Client for amounts already invoiced and promptly refund any amounts already paid by the Client.

### Article 31. Acceptance and rejection

- 31.1 Delivery shall only be deemed to have been accepted by the Client once it has been approved by both the Client and the Principal. Delivery is final only when it has been approved by both. Until final delivery, the Client and/or Principal have the right to reject the goods supplied, so that all other time limits for lodging complaints – if and insofar as they might be applied by the Contractor – do not apply against the Client.
- 31.2 In the event of rejection, the Client shall notify the Contractor immediately. The Contractor shall, upon first request and at its own expense, promptly repair, replace and/or remove rejected goods or parts thereof, without the Client being obliged to pay any additional compensation, without prejudice to the Contractor's obligation to compensate any damage, including delay damage, suffered by the Client or third parties. Failing repair, replacement and/or removal of the rejected goods, the Client is entitled to repair, replace and/or return such goods at the Contractor's risk and expense.
- 31.3 Without prejudice to the Client's right to (partially) terminate or cancel the Agreement and claim damages, the Client shall, after rejection, have the right to demand delivery within a period to be set by the Client of new goods that do meet the inspection requirements, without being obliged to pay any additional compensation.
- 31.4 The Client is entitled to suspend payment for rejected goods.

### Article 32. Returns; packaging

- 32.1 If standard trade goods become surplus due to changes in the Agreement and/or documents relating thereto and/or for other reasons not attributable to the Client, the Contractor must take back such goods at the invoiced price.
- 32.2 Unless agreed otherwise in writing, the Client shall not pay for the packaging of goods delivered and to be taken back by the Contractor.
- 32.3 The Contractor shall, upon the Client's first request, take back any paid packaging of the goods and refund the costs charged to the Client.

### Article 33. Netting

- 33.1 In accordance with the Act on Financial Collateral of 15 December 2004 and Article 5.263 (new) of the Belgian Civil Code, the Contractor and the Client automatically and by operation of law set off and net all current and future claims against each other. This means that, in the ongoing relationship between the Client and the Contractor, only the largest claim remains due after the aforementioned automatic netting.