

1. General. Any commercial price quotation, proposal, sales offer, offer for services or Agreement ("Quotation") on the part of B-CLOSE nv (the "Supplier") for the Customer (hereinafter referred to as the "Customer") is based on the general terms and conditions as set forth herein. Any additional conditions provided in the Quotation shall apply alongside - but subordinate to - these General Terms and Conditions. Unless otherwise specified in the Quotation, proposals shall only be valid while supplies last and for an acceptance period of thirty (30) days to be calculated from the date of the Quotation, unless this is withdrawn earlier by the Supplier. Any order placed by the Customer shall imply acceptance of the General Terms and Conditions of the Quotation, including the present General Terms and Conditions. The Quotation expressly provides that acceptance shall be limited to the conditions of the Quotation, including, but not limited to, the present General Terms and Conditions, and that the Supplier shall explicitly reject any other or additional condition in any purchase order or other order form or receipt document.

2. Interpretation. Any reference in these General Terms and Conditions to the "Supplier's website" is considered to refer to www.b-close.be/nl/algemene-voorwaarden or any successor thereto, as established on the Date of the Agreement, unless otherwise specified. The Supplier reserves the right to modify the content of the website from time to time without giving prior notice. Insofar as required and requested, the Supplier shall make available details of the content of its website in 'hard copy' or in another reasonable, acceptable form. Headings are intended for reference only and will not affect, or by any means limit interpretation of, or in any way form part of, the Agreement.

3. Prices. The Prices displayed by the Supplier are subject to change without giving notice.

4. Optional Purchases: If the Quotation contains mutually exclusive options and the Customer has indicated that it wishes to purchase one or more of these options, either by placing its initials or otherwise, the Customer is considered to have only purchased the lowest priced mutual option, unless otherwise expressly provided for by a separate written agreement. The Supplier's interpretation of the term "mutually exclusive option" is decisive.

4(a) Offers The Customer has the option, as part of maintenance and/or repairs, to have the Supplier make a diagnosis and draw up a non-binding offer. The Supplier shall charge a lump sum in the amount of EUR 150 for this diagnosis and offer.

5. Delivery or Performance. Provided that Article 10 is duly observed, goods and services at the time of delivery essentially correspond to their description in the Quotation and on the Supplier's website, as applicable at the time of delivery. Delivery of the goods shall take place in accordance with the applicable Incoterms. Upon delivery of goods or services, a delivery note shall be drawn up. The carrier and/or the Supplier's staff shall be authorised to have this delivery note signed (electronically) by the Customer. The signed receipt shall be valid as proof of delivery. Services shall be provided at the places indicated in the Quotation or, if such description is missing, at the Supplier's premises or any other location(s) at the Supplier's discretion. The performance or delivery dates indicated by the Supplier are indicative and determined to the Supplier's best judgement, whereby the Supplier can in no way be held responsible if the delivery or performance takes place at a later time than indicated, regardless of the cause of the delay. Delivery times shall be calculated based on the expected date of receipt of the order by the Customer. When goods to be delivered must be specifically produced in order to complete a certain order, the delivery times shall be calculated from the date of receipt by the Supplier of the complete production information, including the required blueprints and specifications, the Customer's acceptance of these blueprints and specifications and the exchange of other information needed for production. The Customer undertakes not to delay or refuse the delivery of goods and provision of services when offered by the Supplier on or after the specified delivery date. If the Customer does so anyway, the Supplier shall be entitled to charge for the storage of the goods or for interrupted services and other costs at the Supplier's rates applicable at the time and the Customer shall be obliged to pay such costs. Without prejudice to the other rights and resources available to the Supplier, the Supplier shall also be entitled, after thirty (30) days to be calculated from the delivery date specified by the Supplier, to dispose of such goods at any time and at its discretion, without further notice. The Supplier shall not be required to perform and shall be released from any liability: (i) if the goods in question are no longer in stock on the date of the Customer's order; (ii) if the Customer does not fulfil the creditworthiness requirements or other similar investigations by the Supplier, or (iii) if the Customer does not meet the conditions pursuant to Article 18, provided that the Supplier notifies the Customer of this verbally, by e-mail, in writing or by other reasonable, acceptable means.

6. Transport. The Supplier shall deliver the goods to the Customer's place of business, as indicated in the Quotation or, failing that, to the Customer's place of business located closest to the Supplier's business premises. Unless otherwise stated in the Quotation, the quoted prices are exclusive of delivery costs, which shall be charged to the Customer in accordance with the Supplier's applicable rates. At the time of delivery, the Customer must make all loading and unloading facilities and equipment available at its own risk and expense.

7. Title and Risk. The Supplier's liability shall end and the risk in case of loss and/or damage shall pass to the Customer upon delivery in accordance with the applicable Incoterms. Any claim for shortcomings, delivery, compensation or non-delivery must be directed to the Carrier by the Customer or the recipient on behalf of the Customer. The Supplier shall, under no circumstances, be responsible for any shortcoming in delivery, unless such shortcoming is brought to the Supplier's attention within 15 days after delivery of the shipment. The title of the goods shall pass to the Customer after receipt by the Supplier of full payment for: (i) these goods; and (ii) any other amounts which are or will become payable by the Supplier to the Customer for the delivery of goods, services or otherwise. Until the time of transfer of title of the goods to the Customer, (i) the Customer shall hold these goods on a fiduciary basis as the Supplier's bailee; (ii) it must store the goods separately from the other goods in the Customer's possession, so that they can always be identified immediately as the Supplier's property; (iii) it may not remove, damage, deface or obscure the packaging or any identification marks on or relating to the goods; and (iv) it must keep these goods in good condition and, on behalf of the Supplier, have them insured for their full value against all risks with an insurer that is reasonably acceptable to the Supplier. At the Supplier's request, the Customer will allow the Supplier to inspect the goods as well as the insurance policy. If, prior to the transfer of title, the Customer becomes insolvent or ceases its operations, for whatever reason, the Supplier shall be entitled to demand from the Customer that it return the goods, unless the goods were resold and without prejudice to the other resources that would be at the Supplier's disposal. If the Customer does not meet this demand, the Supplier may enter the premises of the Customer or of any other third party where the goods were to be stored and reclaim them there.

8. Services. If the Quotation contains services: (i) these services shall correspond to their description in the Quotation and on the Supplier's website; (ii) the availability of certain service packages may be limited to certain types of transaction, as described in the Quotation and on the Supplier's website; (iii) it shall be the obligation of the Supplier to provide the services limited to the specific number of trucks or other materials as specified in the Quotation (and, if the amount was not specified, this concerns one single article); (iv) if the material is used in the context of a more demanding application than that described in any application investigation conducted by the Supplier, the Supplier reserves the right to charge an additional maintenance fee for this material, at the Supplier's rates applicable at that time, for the use of similar material in a similar application, and the Customer shall be required to pay this additional cost; (v) if the services are provided at the Customer's site, the quotation shall apply for immediate access to the item in question where the services are to be provided. In case of any waiting times for access to the site or for unavailability of the item, the Supplier reserves the right to charge for these at the Supplier's hourly rate applicable at that time; (vi) if a limitation or restriction on the services provided by the Supplier (including a maximum number of hours of use) is exceeded, the Supplier reserves the right to charge additional fees at the Supplier's rates applicable at that time for such exceedance, and the Customer shall be required to pay this additional cost; and (vi) for periodic services (e.g. maintenance), the service periods shall begin with the physical delivery of the goods or materials in question to the Customer, whereby the Supplier's delivery documents shall serve as conclusive proof. The Supplier reserves the right to notify the Customer in writing of the serial numbers of specific materials for which maintenance services were purchased. This notification shall be binding upon the Customer, unless disputed within five (5) working days after the date of the notification by the Supplier.

9. Acceptance. Acceptance of the goods shall take place at the transfer of risk in accordance with Article 7. All services shall be deemed to have been accepted at the time of performance, unless the Customer informs the Supplier in writing to the contrary within five (5) working days to be calculated from the performance of the service concerned.

10. Limited Warranty and Exclusions. Notwithstanding any provision to the contrary in the Quotation and subject to the following provisions of this Article 10, the Supplier shall not provide any statement or warranty whatsoever with respect to the goods or services, which shall be supplied in the state in which they are at that time or provided as performed. Subject to exclusions and limitations contained in this Article 10 or elsewhere in these General Terms and Conditions, the following specific warranties as defined on www.b-close.be/nl/algemene-voorwaarden, shall apply. **For New Material:** New material, including new spare parts, shall be subject to and guaranteed by (i) standard warranties from the manufacturer of this material, (ii) certain additional warranties on the part of the manufacturer if such is offered in the Quotation and has been purchased and paid for by

the Customer at the time of purchase of the material in question. The details of the warranties and associated conditions of the manufacturer are as set out on the Supplier's website or can be made available upon request. The Supplier's liability shall be limited to passing on the benefit and enjoyment of the applicable warranties from the manufacturer to the Customer. **For Used Material:** No warranty whatsoever shall be given for used material, unless a certain warranty has been explicitly included in the Quotation. Details of the 'guaranteed parts', 'applicable warranty periods' and related definitions and conditions for a certain level of guarantee are those set out on the Supplier's website or made available upon request. **For Services:** If the Quotation includes services, the Supplier's own liability shall be limited to the resupply at its own expense - directly or indirectly - of such services, which would not have been performed in a professional manner or according to generally accepted industry standards, as communicated in writing by the Customer to the Supplier within thirty (30) days to be calculated from the date of performance of the services in question. **Exclusions and Limitations:** Unless otherwise expressly provided or agreed in writing by the Supplier, all warranties shall automatically expire upon sale of the material or transfer or any substantial portion of this material by the Customer to a third party. The Supplier hereby excludes expressly, and to the greatest possible extent permitted by law, any and all customary, tacit and statutory provisions, conditions, warranties and declarations with respect to the state, quality, description, performance or other features of the goods or services, including their suitability for a particular purpose, satisfactory quality or non-infringing nature. Unless otherwise expressly provided, the Supplier shall by no means guarantee or declare that the goods fulfil certain licence, building, health, safety or other statutory requirements or that certain equipment or materials are suitable for use on public roads. Any 'application investigation' or other similar document or declaration from the Supplier shall be provided for the sole purpose of determining the likely impact on the maintenance of the equipment used in specific circumstances. The Supplier shall by no means guarantee or declare that the equipment is suitable for use in the context of specific applications, unless this is separately agreed upon in writing with an authorised representative of the Supplier. **General Terms and Conditions:** The Supplier shall not be legally bound by any warranty or other obligation under the agreement in the event that the Customer: (i) is in arrears with payments to the Supplier, or (ii) has not met its commitments or fulfilled all conditions with respect to the warranty or maintenance, as defined in the Quotation or on the Supplier's website. The Supplier may cancel all applicable warranties, without being able to be held liable for this, if the serial number of the material has been tampered with. The Customer shall be legally bound to pay the Supplier immediately upon the Supplier's request and at the Supplier's rates applicable at that time for all work performed and materials supplied by the Supplier which are not covered by the warranty. The Supplier may inspect and test all items that are subject to warranty.

11. Prices and Payment. Unless otherwise expressly stated in the Quotation, (i) all prices shall be those that appear on the Supplier's current price list; (ii) payment for the goods must be made in cash upon delivery, as provided for in Article 6, and (iii) fees for services must be paid in full within thirty (30) days after the invoice date, with the exception of services for which the Supplier invoices on a monthly basis or on another periodic basis, in which case the payment shall be settled by direct debit. Invoices shall always be paid in full. For arrears exceeding thirty (30) days, the Supplier reserves the right, notwithstanding Section 1231 of the Belgian Civil Code and without notice of default, to claim payment of a flat-rate compensation in the amount of 10% of the payable amount plus an interest amount set at 12% per annum until further notice from the Supplier. In the event of seizure or execution on goods, in the event of insolvency or bankruptcy of the Customer or in the event of any default of the Customer in payments to the Supplier, the Supplier may - in addition to all other rights and remedies at their disposal - seize the item in question. Furthermore, the Supplier shall have the right to access the related item to the greatest extent permitted by law. The Supplier shall be entitled to offset the amounts payable to the Customer, under any agreement or in any other form, against the amounts that the Customer owes the Supplier. If the Supplier has goods in its custody for repair or maintenance, the Supplier shall have a comprehensive right of retention on these goods (in other words, also with respect to previous invoices and/or other goods), regardless of whether or not the Customer owns them. Furthermore, the Supplier shall have a pledge on these goods and the Supplier shall be expressly authorised by the Customer, in case of untimely payment of an invoice, to sell the goods given into custody at the price stipulated by the Supplier. This price shall be final and cannot give rise to any dispute by the Customer. The Supplier shall also be expressly authorised by the Customer to offset, where applicable, the proceeds from the above-mentioned sale price against all outstanding invoices payable by the Customer to the Supplier. This offset shall take place automatically and by operation of law. In accordance with Section 1254 of the Belgian Civil Code, this offset shall first be allocated to the outstanding costs and interest and then to the principal amount.

11(a) Ordering goods and services When the Customer places an order with the Supplier, the Customer shall be obliged, within 48 hours, to provide the Supplier with its *purchase order number*. In the absence of timely receipt, the term of payment shall be calculated from the date of order and not from the date of invoice. In the event that the Customer appeals to the Supplier for urgent intervention, the Customer shall be obliged to provide the Supplier with its (*purchase order number*) no later than three working days after the Supplier has confirmed the services provided.

12. Errors. Errors that were made in the Quotation due to incorrect mathematical calculations, wrong choice of material or wrong recommendation, or other errors or omissions that significantly affect the Quotation, shall constitute sufficient grounds for immediate and complete cancellation of the Quotation or related agreement - only with respect to the Supplier - without prejudice to the passing on, from the Supplier to the Customer, of costs and expenses incurred in the meantime.

12(a) Black box. When purchasing certain goods, the Customer shall have the choice to also purchase a black box which, depending on the chosen options, stores some data concerning the use of the goods, such as, inter alia, the number of hours of use, a track&trace system and a driver management system. This data can be read remotely by both the Customer and the Supplier. The Supplier shall only read this black box if this proves necessary in the context of maintenance and shall limit itself to reading the technical data required for maintenance. If the black box is part of a maintenance agreement, this black box shall be used for determining the correct number of operating hours of the machine within the framework of that maintenance agreement, determining the right location for performing interventions, root cause detection and the technical data needed for maintenance and proper repair. The Supplier wishes to point out to the Customer that it is possible to process personal data through this black box in, for example, the driver management system, if that option was requested. If the Customer wishes to make use of this option, the Customer shall be fully responsible for the correct processing thereof, with due observance of privacy laws. The Supplier can by no means be held responsible and can by no means, under privacy laws, be designated as a controller or processor in the processing of personal data.

13. Force majeure. If the delivery of goods or services from orders approved by the Supplier is impeded or prevented by the government or by war or other unforeseen circumstances, including but not limited to: a shortage of materials, fire, strikes, lockouts, labour difficulties, terrorist acts, diseases, pandemics, accidents, delays in production or transport, weather conditions (even if predicable), acts of God, embargoes, inability to ship, the impossibility of insuring against war risks or significantly increased prices or freight rates, or other causes beyond the Supplier's control, the Supplier shall be released from compliance with the obligation of such order or from completion thereof, at the discretion of the Supplier. Furthermore, all other obligations of the Supplier shall be suspended under these General Terms and Conditions, without the Supplier being able to be held liable for such, during the existence and continuation of the delay caused by circumstances of force majeure.

14. Governing Law. The Quotation and any ensuing agreements, as well as the current General Terms and Conditions and any orders resulting therefrom, shall be governed by Belgian law. The Customer hereby irrevocably agrees with the exclusive jurisdiction and venue of the courts of Antwerp (Antwerp division) in Belgium, without prejudice to the Supplier's right to have a decision executed by the Belgian courts in any other judicial district.

15. Reserved Rights. The Supplier reserves the right to make changes to the design of the goods for itself and for any manufacturer from whom it has acquired the goods,

16 Intellectual Property. With regard to the goods or parts manufactured or produced in accordance with the designs or with construction data provided by the Customer or by its representatives, the Customer shall indemnify and hold harmless the Supplier and any manufacturer from whom it acquires such goods, as well as their successors and assigns, against any loss, damage, liability, patent or trade mark rights or associated rights relating to the manufacture or sale of such goods. The Supplier reserves all rights in respect of the goods and services, including any new law created in the context of performance of any services or otherwise under this agreement.

17. Taxes. In addition to the prices specified herein, the Customer must pay all taxes and duties levied on any sale or rental covered by this Agreement. These amounts must be paid in full when the price of the goods or services is due.

18. By the Customer's handing over. At the Supplier's request, the Customer must immediately provide the originals or copies, and as many as needed, of any export licence, letter of credit or any other evidence proving the financing of the relevant purchases or any other similar documents necessary for completion of such order, to the Supplier's satisfaction.

19. No Waiver or Amendment. No waiver or amendment of any of these General Terms and Conditions may apply, unless this is done in writing and signed by an authorised representative of the Supplier, provided that any amendment or annulment of Articles 19 through 25 of the General Terms and Conditions is made in writing and signed by an authorised legal representative of the Supplier. No waiver of any breach of any condition or provision in this agreement may be construed as a waiver of any subsequent breach of any provision or condition of the same or a different nature.

20. Declaration of Transfer. The right to monies due or to monies that shall be payable under this agreement may be transferred by the Supplier, and the Customer shall, upon receipt of notification of this transfer, make the payments as indicated.

21. Entire Agreement. When a Quotation has been transferred, the applicable terms and conditions of the agreement (the "Documents of the Agreement") shall only consist of the current General Terms and Conditions and Agreement and the special terms and conditions relating to the New Material, Used Material, Spare Parts or Services Warranties, insofar as such exists. Except where the parties have expressly agreed otherwise in a written document, signed by the authorised representative of each of the parties, the version of the General Terms and Conditions on the date of the last Quotation signed by the Customer shall always apply to any sale of goods or services from the Supplier (including spare parts) to the Customer, at any time on or after the date of signature by the Customer of such Quotation, except that the price for such future deliveries shall be determined on the basis of the Supplier's current price list or other price agreements as agreed in writing by and between the parties. The foregoing, together with any accompanying images and specifications, constitutes the complete and exclusive agreement between the parties, to the exclusion of any other conditions. In the event of a conflict, the following order of precedence in descending order shall be taken into account (i) Articles 19 through 25 of these General Terms and Conditions; (ii) the remaining provisions of these General Terms and Conditions; (iii) the detailed provisions concerning the warranties, preparation standards and related definitions and conditions (other than these General Terms and Conditions), as set forth on the Supplier's website; and (iv) the printed Quotation and any other accompanying documentation. It is expressly understood and agreed that no other commitments, provisions, terms, warranties, conditions, guarantees or obligations of any kind (whether explicit or implied) than those set forth in the Quotation or in these General Terms and Conditions shall be binding for both parties.

22. Exclusions of Liability. The Supplier shall not be liable to the Customer or any person who appears via him for any loss, loss of income, loss of savings, loss of goodwill, reputation or opportunities or any other consequential or indirect damage, whether incurred directly or indirectly and whether it now arises from or relates to (i) the Quotation; (ii) this agreement; (iii) any breach or non-compliance with its obligations under this agreement, however fundamental it is (including the negligence of the Supplier) and regardless of whether the Supplier was informed of this or was aware of the fact that there was a serious possibility of such loss).

23. Limitation of liability. The entire liability of the Supplier pursuant to or in connection with this agreement, or any breach or failure to comply with it (including the acts or omissions made or committed by the Supplier or its representatives, its employees or its subcontractors) and this resulting from a contract error, an extra-contractual fault or as a result of any fault whatsoever must be demonstrated by the Customer and shall be limited to the amounts paid by the Customer in the twelve (12) months preceding the date of the alleged breach by the Supplier of this Agreement (the "Liability Cap").

24. Limitation Period and Waiver. Any claims that are made against the Supplier by the Customer or by any other person must be made within two (2) years after the alleged breach of this agreement by the Supplier. The Customer hereby irrevocably waives its right to compensation or otherwise for its right to recover any amounts by any means whatsoever from the Supplier who exceeds the liability cap.

25. Exceptions. Notwithstanding the other provisions of this agreement, but without prejudice to the exclusion of liability as provided for in Article 22, which shall be applied in any case, however fundamental the fault, the negligence or the defect is, the Supplier cannot exclude or limit its liability for any form of damage resulting from its own wilful error or wilful neglect with the intention to cause damage.

26. Financing, Leasing, Hire Purchase and other Hire and Rental. Unless otherwise expressly agreed, the Customer shall, as a condition for financing, commit to full maintenance (All-in Maintenance) for all the financed material and for the entire duration of the financing term. Notwithstanding any other provisions in these General Terms and Conditions of Quotation, such transaction shall be subject to an agreement and to additional or other terms determined by the Supplier and/or by a third party financier which must be related to the financing or leasing of the goods and/or services in question, and the details of which shall be available upon request. The Supplier shall have no obligations and shall not be liable in respect of such transactions, unless and until such time that the aforementioned separate terms are signed by the Supplier, the Customers and any other relevant third party.

27. Access. The Customer hereby irrevocably grants to the Supplier (including its employees, representatives and subcontractors) the right to access the material and the property of, or controlled by, the Customer to the extent necessary: (i) for performance of the agreement; and (ii) to exercise one of its rights or to apply remedies arising from these General Terms and Conditions.

28. Separate Responsibility. If any provision, paragraph or sentence of these General Terms and Conditions is held to be void or unenforceable, it shall be deemed non-existent to the extent of such voidness or unenforceability and the validity of the other provisions, paragraphs and sentences of these General Terms and Conditions shall not be affected by this. Such prohibition or unenforceability shall not, in no matter which jurisdiction, bring with it the invalidity or unenforceability of such provision to any other jurisdiction.

29. Cancellation and Return of ordered goods. The Customer may on no account terminate any agreement or cancel any order which has been confirmed in writing, without the prior written consent of the Supplier. Furthermore, as a condition for obtaining the above-mentioned consent from the Supplier, the Customer must declare that it agrees to pay the following: (i) a restocking fee of twenty-percent (20%) of the total costs payable under the relevant cancelled order(s) in order to cover the wasted administration costs and other costs of the Supplier ("Restocking Compensation"); and (ii) such additional amounts, where applicable, which are equal to all unavoidable costs and expenses incurred by the Supplier and in excess of the Restocking Compensation, including, but not limited to, the manufacturer's cancellation fee. Unless otherwise expressly agreed by an authorised representative of the Supplier, the Supplier shall not be obliged to proceed to, and the Customer shall not be entitled to, repayment of the sums payable or paid to the Supplier. When the Customer has purchased spare parts/replacement parts from the Supplier, the Supplier may, at its discretion, accept the return of such spare parts/replacement parts by means of credit in accordance with the Supplier's policy that is applicable at that time, as stated on the Supplier's website or elsewhere (which is available upon request). The Supplier reserves the right to cancel, suspend or modify this policy from time to time by notifying the Customer of this or, more generally, by communicating this on the Supplier's website or by any other reasonable means.

30. Suspension and Termination by the Supplier. The Supplier may, in whole or in part, suspend fulfilment of its obligations under this agreement without being able to be held liable if the Customer or one of its affiliated companies commits a material breach of this or any other agreement of the Supplier, including any arrears.

31. Third Party Rights. Any limitations or exclusions expressed on behalf of the Supplier shall also extend to the licensors of the Supplier or other suppliers and their respective employees, directors, contractors, distributors or representatives.