

GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS, THE PERFORMANCE OF SERVICES AND/OR THE EXECUTION OF WORKS

These General Terms and Conditions form an annex to an Order placed by Norther and constitute an integral part of the Agreement. The Agreement consists of: the Order, the Special Terms and Conditions, the General Terms and Conditions and the Schedules (if any).

In case of conflict between the contractual documents, the following order of precedence shall apply: (a) the Order, (b) the Special Terms and Conditions, (c) these General Terms and Conditions, and (d) the Schedules (if any).

By accepting the Order, the Agreement is concluded and the Supplier (i) automatically accepts the application of these General terms and Conditions; and (ii) waives the application of its own terms and conditions, even if they provide otherwise and even if they were explicitly referred to (e.g. in a confirmation of the Order or in an invoice).

1 Definitions

1.1 For the purposes of this Agreement, the following terms shall have the following meanings:

“**Agreement**” means the agreement for the delivery of the Goods and/or the performance of the Services and/or the performance of the Works (as the case may be) consisting of the Order, the Special Terms and Conditions, the General Terms and Conditions and the Schedules (if any);

“**Fee**” means the fee(s) payable for the Goods and/or the Services and/or the Works (as the case may be) as specified in the Order, the Special Terms and Conditions and/or the Schedules;

“**General Terms and Conditions**” means the present general terms and conditions;

“**Goods**” means the goods to be delivered by the Supplier as specified in the Order, the Special Terms and Conditions and/or the Schedules;

“**Norther**” means Norther NV/SA, a Belgian company having its office at Esplanadestraat 14, 8400 Belgium and registered with the Crossroads Bank for Enterprises under number 0896.052.742, LPR Brugge, Oostende section;

“**Order**” means the explicit written instruction given by Norther to the Supplier to sell the Goods and/or to perform the Services and/or to perform the Works (as the case may be);

“**Party**” means, as the context requires, either Norther or the Supplier, and

“**Parties**” means both of them;

“**Schedule**” means any document, other than the Special Terms and Conditions and the General Terms and Conditions, that is attached to the Order and which is mentioned as a schedule in the Special Terms and Conditions (if any);

“**Services**” means the services to be supplied by the Supplier as specified in the Order, the Special Terms and Conditions and/or the Schedules;

“**Supplier**” means the person indicated as the supplier in the Order and/or the Special Terms and Conditions.

“**Works**” means the works to be performed by the Supplier as specified in the Order, the Special Terms and Conditions and/or the Schedules.

2 Object

2.1 These General Terms and Conditions apply to the sale/purchase of the Goods and/or the performance of the Services and/or the performance of the Works (as the case may be).

3 Delivery of Goods / Performance of Services / Performance of Works

3.1 Delivery of Goods

3.1.1 The delivered Goods shall (i) be of excellent and consistent quality and fully suited for their intended use; (ii) comply with the agreed specifications in the Order, the Special Terms and Conditions and/or the Schedules; (iii) comply with all applicable laws and regulations (e.g. concerning the environment and safety); and (iv) be free from visible and latent defects.

3.1.2 The Supplier shall hand over to Norther all relevant information, certificates, manuals, maintenance instructions, drawings relating to the Goods.

3.1.3 Ownership and the risk of damage and loss are transferred to Norther at the time of delivery of the Goods on the location designated by Norther. If the Order, the Special Terms and Conditions and/or the Schedules do not specify a date or time of delivery, the delivery period shall be 4 weeks from the conclusion of the Agreement. The Goods shall be delivered DDP (“Delivered Duty Paid”) in accordance with Incoterms 2020. The signing of a delivery note or proof of receipt only implies receipt and not the acceptance of the delivered Goods. Acceptance of the Goods shall be made solely by the unreserved use or processing of the Goods for one month. During this inspection period, Norther reserves the right to refuse the acceptance, without any right to compensation on the part of the Supplier. Acceptance does not imply acceptance of hidden defects in the meaning of Article 1641 old Civil Code.

3.1.4 The warranty period shall be 24 months, starting from the transfer of risk. During the warranty period, the Supplier shall, at his own expense, remedy all defects in the Goods – as well as all consequences they may have – as soon as possible.

3.2 Performance of Services

3.2.1 The Supplier shall perform the Services in the agreed manner, in accordance with the rules of the art and good craftsmanship and in compliance with the applicable laws and regulations.

3.2.2 The Supplier shall obtain and maintain all relevant permits, consents, licences, authorisations and approvals which the Supplier needs to fulfil its obligations under the Agreement, save to the extent that such permit, consent, licence, authorisation or approval can only be legally obtained by Norther, in which case the Supplier shall work with Norther in order to obtain that permit, consent, licence, authorisation or approval.

3.2.3 The Supplier shall hand over to Norther all relevant information, certificates, manuals, maintenance instructions, drawings relating to the Services.

3.3 Performance of Works

3.3.1 Performance of the Works

3.3.1.1 The Supplier shall perform the Works in the agreed manner and in accordance with the rules of the art and good craftsmanship.

3.3.1.2 The Supplier shall in the performance of the Works comply with (i) all applicable laws and regulations, (ii) all Norther’s permit requirements (insofar known or reasonably to be known by the Supplier), and (iii) all Norther’s safety regulations (insofar known or reasonably to be known by the Supplier).

3.3.1.3 The Supplier shall obtain and maintain all relevant permits, consents, licences, authorisations and approvals which the Supplier needs to fulfil its obligations under the Agreement, save to the extent that such permit, consent, licence, authorisation or approval can only be legally obtained by Norther, in which case the Supplier shall work with Norther in order to obtain that permit, consent, licence, authorisation or approval.

3.3.1.4 The Supplier shall hand over to Norther all relevant information, certificates, manuals, maintenance instructions and drawings relating to the Works.

3.3.1.5 The warranty period shall be 24 months, starting from the transfer of risk. During the warranty period, the Supplier shall, at its own expense, remedy all defects to the Works – as well as all consequences they may have – as soon as possible.

3.3.2 Acceptance of the Works

3.3.2.1 As soon as the Works are completed and they are in a clean and sound state, they will be commissioned in consultation with Norther, but under the responsibility and at the expense of the Supplier.

3.3.2.2 After commissioning, the Works shall be subjected to the tests laid down in the Order, the Special Terms and Conditions and/or the Schedules. If necessary, the Supplier shall remedy the defects and repeat the tests until provisional acceptance of the Works is possible. If the Supplier fails to remedy the defect(s), Norther shall be entitled, at the expense and risk of the Supplier, to take all measures reasonably necessary to remedy the defect(s).

3.3.2.3 If, to the satisfaction of Norther, the tests lead to a successful result, the Supplier and Norther, after a site tour in the presence of both Parties, shall draw up a provisional acceptance protocol. This protocol, which will be signed by Norther, shall mention, if necessary, the defects that still need to be remedied during the warranty period in accordance with Article 3.3.1.5.

3.3.2.4 Ownership and the risk of damage and loss are transferred to Norther upon signature of the provisional acceptance protocol.

3.3.2.5 At the end of the warranty period pursuant to Article 3.3.1.5, the Supplier shall invite Norther in writing for final acceptance. Final acceptance shall be granted if (i) all outstanding defects and all new defects which appeared during the guarantee period are remedied; (ii) the Supplier has duly delivered all documents, information, manuals etc.; and (iii) the Supplier has fulfilled all his obligations under the Agreement. The granting of the provisional or final acceptance shall not relieve the Supplier from its liability under the Agreement or under the law.

4 Delay

4.1 The delivery of Goods and/or the performance of Services and/or the performance of Works (as the case may be) shall be done by the date or within the period(s) specified in the Order, the Special Terms and Conditions and/or the Schedules. Such date or period shall be binding.

4.2 Regardless of the cause of the delay, the Supplier shall promptly notify Norther of any circumstances which are expected to lead to a delay, including the reasons for such delay, the anticipated duration and the measures planned to remedy or mitigate the delay.

4.3 The Order, the Special Terms and Conditions and/or the Schedules may provide for the application of liquidated damages in case of delay. The application of such liquidated damages for delay may be cumulated with other remedies available to Norther under the terms of the Agreement or the law.

5 Fee

5.1 The Fee for the delivery of the Goods and/or the performance of the Services and/or the performance of the Works (as the case may be) is specified in the Order, the Special Terms and Conditions and/or the Schedules.

5.2 Unless otherwise specified in the Order, the Special Terms and Conditions and/or the Schedules, the Fee to be paid to the Supplier is an all-inclusive price covering all expenses resulting from the delivery of the Goods and/or the performance of the Services and/or the performance of the Works, including, but not limited to, transport costs, insurance costs, travelling expenses, storage costs, costs related to the use of material and equipment, and taxes and charges (except for Value Added Tax).

5.3 The Fee is fixed and cannot be changed throughout the term of the Agreement, except as expressly provided in the Order, the Special Terms and Conditions and/or the Schedules.

6 Invoicing and Payment

6.1 The Supplier shall only be entitled to invoice the Fee after all Goods have been delivered and/or all Services and/or Works have been performed (as the case may be).

6.2 To be admissible for payment, invoices must be accompanied by such supporting documentation as Norther may reasonably require to verify the amount claimed for payment.

6.3 Subject to the receipt of a valid invoice which complies with the provisions of the Agreement, payment shall be made by Norther within 30 calendar days following receipt of that invoice by Norther.

6.4 In case of late payment by Norther, the Supplier may charge interest on arrears in accordance with the Law of 2 August 2002 on combating late payment in commercial transactions.

6.5 In case of late payment, the Supplier shall not be entitled to suspend its performance.

6.6 Under no circumstances shall payment imply Norther's consent to the delivered Goods and/or the performed Services and/or the executed Works (as the case may be).

7 Confidentiality

7.1 Unless otherwise agreed between the Parties in a separate non-disclosure agreement (NDA), the Supplier shall treat all information communicated to it or of which it became aware as a result of the Agreement as strictly confidential until 5 years after the termination of the Agreement. This obligation does not apply to the disclosure of such confidential information to officers, employees or agents of the Supplier who need this information for the execution of the Agreement, provided that the Supplier imposes the same confidentiality obligation on them.

7.2 Upon termination of the Agreement, the Supplier shall, at Norther's request, destroy or return to Norther (at Norther's discretion) all confidential information within 14 calendar days.

8 Intellectual property rights

8.1 If any intellectual property rights apply to the Goods and/or to any deliverable of the Services and/or Works (as the case may be), then the Supplier grants Norther a free, worldwide and perpetual licence concerning such rights for the use of the Goods and/or the use of such deliverable of the Services and/or Works (as the case may be).

8.2 The Supplier guarantees that the use of the Goods, and/or any deliverable of the Services and/or Works (as the case may be) shall not infringe any intellectual property rights of a third party and shall indemnify Norther against all claims in that respect.

8.3 The Supplier shall not make any copy or use of – or make any reference to – the information, plans, drawings, technical and commercial results, etc. of Norther, or make any reference to Norther, its name, brand, logo, photos, codes, drawings or specifications, in the Supplier's announcements, promotions, publicity, publications or presentations of technical, commercial or other nature, without prior written consent of Norther.

9 Assignment / Subcontracting

9.1 The Supplier shall not assign the whole or any part of the Agreement or any of his rights or obligations under it without Norther's prior written consent; nor shall the Supplier sub-contract the whole or any part of the delivery of the Goods, the performance of the Service and/or the performance of the Works (as the case may be) without Norther's prior written consent.

9.2 Without prejudice to Article 9.1, if the Supplier assigns the whole or any part of this Agreement or any obligation under it, or sub-contracts the whole or any part of the delivery of the Goods, the performance of the Service and/or the performance of the Works (as the case may be), the Supplier shall be jointly and severally liable together with the assignee or sub-contractor.

10 Insurance

10.1 The Supplier shall obtain and maintain, at its own expense and in accordance with what may be expected from a prudent and reasonable person, sufficient and adequate insurance coverage with a reputable insurance company in order to cover himself, Norther, as well as third parties, against all potential losses and damages arising out of or in connection with the Agreement. The Supplier undertakes to produce, at Norther's first request, the original or a copy of the insurance policies, as well as all receipts evidencing payment of the applicable premiums.

11 Termination

11.1 At any moment, either Party (hereinafter referred to as the "terminating Party") has the right to terminate the Agreement forthwith and without prior judicial intervention by sending a written notice of termination that is sent by registered mail to the other Party (hereinafter referred to as the "terminated Party") and that is specifying the reasons for the termination, if any of the following events occur:

- the terminated Party is in breach of its obligations under the Agreement and such breach, if capable of remedy, is (i) not remedied within 14 calendar days of a notice from the terminating Party or, (ii) if the remediation of that breach is not reasonably possible within 14 calendar days, such remediation is not initiated within and diligently pursued beyond such 14 calendar days of a notice from the terminating Party;
- dissolution ("ontbinding" / "dissolution") or bankruptcy ("faillissement" / "faillite"), liquidation ("vereffening" / "liquidation") of the terminated Party;

c) a conviction of the terminated Party, or one of his managers/directors, for (financial) fraud, money laundering or any other offence.

12 Consequences of Termination

12.1 Termination of the Agreement, for whatever cause, shall be without prejudice to any rights or liabilities accrued at the date of termination.

12.2 The Supplier shall, immediately upon termination of this Agreement and at its own expense, return to Norther, at its domicile or at such other place as Norther may instruct, all the documents, information and goods provided by Norther (if any). The Supplier expressly waives any right of retention it may have over the aforesaid information and/or goods.

12.3 The Supplier shall, immediately upon termination of this Agreement and at its own expense, transfer to Norther, at its domicile or at such other place as Norther may instruct, all documents, drawings, manuals and other information related to the Goods, Services and Works which were already delivered c.q. performed at the time of termination. The Supplier expressly waives any right of retention it may have over the aforesaid documents, drawings, manuals and other information.

12.4 Following termination of this Agreement by Norther due to an event mentioned under Article 11.1, the Supplier shall promptly refund Norther the entire Fee paid for the Goods, Services and/or Works (as the case may be) not yet delivered c.q. performed at the date of termination and/or from which Norther is unable to derive benefit because of termination.

13 Data processing and protection

13.1 Either Party undertakes to comply with all legal requirements related to the protection of personal data and more in particular shall comply with the Regulation 2016/679 of the European Parliament and of the Council of 27/04/2016 on protection of natural persons with regards to the processing of personal data and on the free movement of such data (the "GDPR").

13.2 Where processing of personal data is to be carried out by the Supplier on behalf of Norther, the Supplier shall enter into a separate processing agreement with Norther which shall set out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller, and which shall contain all provisions required by article 28 GDPR and any other European and/or Belgian regulations in this respect.

13.3 Norther's privacy statement contains more information on how and why it processes personal data of its suppliers. This statement also explains the rights the Supplier may have regarding its personal data.

14 Final provisions

14.1 **Entire agreement** – The Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter.

14.2 **Exclusivity** – No exclusivity is granted to the Supplier concerning the delivery of the Goods, the performance of the Services or the performance of the Works.

14.3 **Severability** – If at any time any provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity or enforceability of any other provision of the Agreement shall not be affected and the Agreement shall then be construed as if such invalid or unenforceable provision was omitted. In such case, the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision which reflects, to the extent possible, the purpose of the invalid or unenforceable provision and gives effect to the overall purpose, content and spirit of the Agreement.

14.4 **Waiver** – No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement, shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of this – or any other – right or remedy. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

14.5 **Staff members, representatives or directors** – In no event will the staff members, the representatives or the directors of a Party be liable for any damages caused to the other Party, unless such damages are the consequence of malicious intent / wilful misconduct or unless in case of physical or psychological injury.

14.6 **Notification** – The Parties confirm that the communication between them can be validly made through email, except as explicitly provided otherwise in this Agreement.

15 Jurisdiction and applicable law

15.1 All disputes between the Parties shall be submitted to the exclusive jurisdiction of the Courts territorially competent for Norther's office.

15.2 This Agreement shall be exclusively governed by and construed in accordance with Belgian Law, to the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

15.3 In respect of any matters not expressly regulated in the Agreement, including these General Terms and Conditions, the provisions of Belgian general civil law ("gemeen recht" / "droit commun"), as laid down in the Civil Code, shall apply.