



TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS, SOFTWARE AND SERVICES

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1 SCOPE

These are the Terms and Conditions for the purchase of Goods, Software and Services by MicroTechniX BV, a company under Belgian law, with its registered office at Anthonis de Jonghestraat 14a, 9100 Nieuwkerken-Waas, entered in the Brussels Register of Legal Persons under number RPR 0502 409 817 (hereafter called MTX).

With respect to all and any purchase orders, the person of the Supplier is of essence, excluding all subcontracting even partially, unless agreed by us in writing.

Definitions

Equipment	Apparatus or instrument designed for a specific operation
Spareparts	A duplicate part to replace a lost or damaged part of a machine.
Accessories	An object or device that is not essential in itself but adds to the convenience or effectiveness of something else
The Goods	Equipment, Accessories and Spareparts
Software	Supplier's software and Third Party software
Services (Service and Support)	Service is a (periodic routine) inspection or maintenance of an equipment Support is giving assistance to

2 GENERAL PROVISIONS

These Terms and Conditions shall govern all legal relationships concerning the purchase of Goods, Software and Services between MTX and the Supplier.

MTX acknowledge only these general Terms and Conditions to the exclusion of any other Terms and Conditions mentioned on titles, invoices or any other document from the Supplier. The acceptance of a



purchase order by the Supplier is equivalent to an unconditional acceptance of these Terms and Conditions. These Terms and Conditions may only be amended by means of a specific written agreement.

If any provision of these Terms and Conditions is held to be null and void either in full or in part, this shall not affect the validity of the other provisions of the Terms and Conditions. The provisions contained in the Terms and Conditions shall be interpreted in a way that makes them valid and enforceable under the applicable law.

Derogations from these Terms and Conditions by MTX in favor of the Supplier shall never entitle the latter to seek subsequent recourse to such derogations or to invoke their application.

If MTX derogates from certain clauses or sub-clauses of these Terms and Conditions, the other clauses and sub-clauses shall remain fully in force. The rights of MTX shall not be impaired by any omission on its part to require strict compliance with the Terms and Conditions.

Any waiving of a right or an entitlement under these Terms and Conditions or concerning a failure by the other party may occur only by means of explicit written communication. The waiving of a right or an entitlement shall never be interpretable as the waiving of any other right, even if the two cases exhibit great similarity.

3 ORDER, PACKAGING, SHIPPING AND PAYMENT CONDITIONS

3.1 General

The purchase is only valid when a purchase order, providing a valid reference number, has been issued by MTX and sent to the Supplier. Statements made by representatives and the orders that are placed shall be valid only if a purchase order is issued.

Each purchase order must be expressly accepted or is deemed accepted by the Supplier after seven (7) days of its date of issuance unless the Supplier has expressly rejected it in writing within this time period.

Unless agreed otherwise, all prices mentioned on the purchase order are "free delivery" to our premises, firm and not subject to review.

The delivery date is a material provision of the purchase order and we reserve the right to terminate all or part of the purchase order if the supply is not completed in accordance with any specified delivery date, with the exception of force majeure. Any force majeure event must be notified to us within two days of its occurrence. By failing to do so, the Supplier will not be entitled to invoke such force majeure event. A delay in supply faced by the Supplier or the default of a sub-contractor shall not be considered as a force majeure event. The delivery note must contain a reference to the relevant purchase order number. If there is no such reference on the delivery note, we are entitled to refuse to take delivery of the Goods, Software and Services Our signature on the dispatch note and/or the transport document is made only for the purposes of acknowledgment of receipt and shall not imply acceptance of the Goods, Software and Services. The Goods, Software and Services must be delivered during the opening hours and at the address indicated on the purchase order.

Invoices shall be sent without delay, after delivery of the Goods, Software and Services, by mail to our Accounting Department using the address mentioned on the purchase order.

The purchase order number must be referenced on the invoice – strictly one purchase order number per invoice. Any invoice without reference to a purchase order number will be rejected by us. There is no down payment unless this is provided for in the purchase order and an invoice is sent with respect to the down payment.

Unless otherwise agreed, invoices received and accepted by us will be paid the first working day following the expiry of sixty (60) calendar days from the date of receipt of the relevant invoice by us. Any claims for interest for late payment shall be subject to a prior formal notification and the claimed interest shall only run as from the date of such notification and shall in no case exceed the legal interest rate applicable in commercial matters.

3.2 Equipment, spareparts and accessoires

The Goods shall be packed properly and as appropriate considering the transport means as specified in the purchase order. Any damage which occurred pending the transport or upon arrival of the Goods at their final destination due to insufficient or faulty packaging, shall be borne by the Supplier, who shall replace as soon as possible the damaged Goods at his own expense in accordance with the Terms and Conditions of the purchase order. Each package shall indicate at the minimum: the content, the purchase order reference and, if necessary, the article code reference and the weight.

The Supplier shall comply strictly with our shipping instructions if mentioned on the purchase order and any additional cost resulting from non-compliance thereof shall be at his expense. Except as otherwise provided in the purchase order, the Goods shall be shipped at the risk and expense of the Supplier and they shall be insured by the Supplier, at his expense, against loss, theft, breaking, damage and any other risk which might occur during the journey from the factory or storing place to the place of delivery as indicated in the purchase order. For delivery in the EU, only wood pallets treated according to the EU standards will be accepted. Wood pallets treated with 2,4,6 Tribromophenol will not be accepted. For delivery outside of the EU, pallets must be in plastic.

The transfer of the title of ownership of the Goods takes place when such Goods are individualized in the Supplier's premises. The transfer of the risks on Goods takes place at the time of delivery to the address indicated on the purchase order. Any retention of title provision is deemed unwritten.

If applicable, the Supplier shall grant our auditor or inspector free access to his offices, warehouses and facilities and to those of his subcontractors. The formal agreement from our part regarding the shipment of the Goods is of strict interpretation and does not imply by any means our acceptance of the Goods. If the execution of the purchase order requires checks or tests at the premises of the Supplier or of one of his subcontractors, he shall inform us at least 15 days in advance and will bear all the expenses incurred for these checks and tests.

3.3 Services

Whenever the execution of the purchase order involves the supply of Services on our premises, the Supplier shall have in advance visited the premises and shall have inquired about all existing conditions and the requirements necessary for the execution of the Services under the purchase order. The Supplier shall have consulted and shall comply with in-house policies more particularly those concerning safety, prevention and the code of conduct applicable in the workplace. The Supplier shall be liable both in civil and criminal proceedings for any breach of a law or regulation by himself, his employees, agents and subcontractors. He will be solely responsible for any damage whatsoever caused by any of these same persons to the prejudice of anyone else.

3.4 Software

Whenever the Software involves software development, the understanding and context of the software system (for the end user) starts with the Supplier creating a proposal based on user stories obtained during interviews with the respective stakeholders. A user story is an informal, natural language description of one or more features of a software system. The user stories describe what can be built in the software project. The user stories describe the requirements. Based on this, the Supplier will provide MTX a fixed (if possible) budget offer with a schedule that forms the basis for the purchase order.

The development of the Software ends with the delivery of a Release Candidate (RC). A Release Candidate is a beta version with potential to be a stable product, ready to be released unless significant bugs occur. In this stage of product stabilization, all product features have been designed, documented, coded and tested.

MTX will test the RC within 30 days of its release. Any bugs found during this 30 period must then be resolved by the Supplier within a maximum period of 30 days after the bug has been reported to the Supplier, resulting in a new RC.

Once this RC has passed the MTX user acceptance test, based on an end-to-end test of the software and possible hardware components, a stable or production release will be provided.

MTX will pay fifty percent (50%) upon purchase order and the remaining fifty percent (50%) upon receipt of the production release.

4 WARRANTY

The Supplier warrants the Goods are free of any defects, whether apparent or hidden, and shall remedy without any delay and at his expense all such defects notified in writing. The Supplier shall, at the buyer's sole option, either

- i. replace or repair the defective Goods as soon as possible, free of charge and all related costs (such as shipment, assembly, dismantle, installations, insurance and others) being borne by the Supplier, or
- ii. reimburse of the price already paid and payment of all the costs and expenses incurred by the buyer in relation with the purchase. Moreover, if the Supplier knew of the defect of the Goods at the time of delivery, he shall be liable and indemnify the buyer for all damages, costs, claims, liabilities and any interest thereon incurred by the buyer arising from such defect. All of Supplier's refused Goods, for which the Supplier remains liable, must be picked up from our facilities.

The same warranty provisions shall apply to any good repaired or replaced. The warranty period shall be extended by the period during which the equipment was not operational due to a defect covered by this section. During the ten (10) years period following the date of delivery, the Supplier of Goods shall supply us with the spare parts we order or, if it is impossible for him to supply them, he shall provide us with all information needed to allow us to order the spare parts elsewhere.

5 INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY

The Supplier warrants that the Goods, Software and Services to be delivered pursuant to the purchase order as well as their use will not infringe any intellectual property right (patent, trademark, copyright ...) of any party whatsoever. The Supplier undertakes that any legal action or any other action which may be initiated against us, our customers or third parties on the basis of an alleged violation of an intellectual

property right or of an unfair or parasitic competition and which is directly related to the purchase order or to the Goods and/or Services covered by the purchase order, shall be supported and pursued at his expense and that he shall bear alone any and all financial or other burden resulting from such legal action.

All the plans, specifications and technical data provided or disclosed by us or any person acting on our behalf for the purpose of the purchase order remain our sole property. Both during the execution of the contract and later on, the Supplier undertakes, on his behalf and on behalf of his subcontractors, to keep all such information strictly confidential, not to disclose it to third parties without our prior authorization and not to disclose any other information whatsoever relating to our activities during a period of 20 years as from the date of communication. All confidential information shall be returned to us upon request.

6 DEFAULT-DISSOLUTION

MTX reserve the right to cancel the purchase order at any time before delivery of the Goods or the Services upon prior notice. In such case, the Supplier has the obligation to mitigate the costs and MTX will only pay for costs which are duly documented and that have already been incurred or that cannot be cancelled by the Supplier. In the event of no delivery of the ordered Goods or Services, we are entitled to order Goods or Services elsewhere, without any prior notice thereof being required. In this case, the original order shall either be cancelled or reduced by the part of the initial order ordered elsewhere and the Supplier shall bear any prejudice which said total or partial transfer of order may have caused.

Moreover, our company is entitled to terminate the purchase order without any compensation for the Supplier, by registered letter or by fax, in case of breach of a material provision of the contract (such as, for example, breach of the agreed delivery time or specifications or deliverables/results). In any case, the Supplier shall compensate our company for all the damage and/or losses suffered.

The “penalties” for late delivery shall apply automatically in the event of late delivery or in the event of a missed milestone or deadline, without the need for further notice or legal proceedings. The amount of the “penalties” will be set off from the amount of any outstanding invoice. Such “penalties” for late delivery shall also apply in the event of a partial delivery of the quantity of Goods or in the event of a partial completion of the Services as the timely delivery of the full quantities of Goods or the timely completion in full of the Services is an essential element of the Supplier's obligations under the purchase order.

7 ENVIRONMENT - HEALTH - SAFETY

The Supplier must provide the complete usage and maintenance manuals, operating instructions, technical description ... , including all electrical, pneumatic and/or hydraulic diagrams, mechanical drawings and parts lists for installations made to measure for MTX. On an electronic medium or in a paper form bundled in folders, unless explicitly agreed otherwise.

All Certificates of compliance, maintenance manuals, visual indications/labels must be available in the one of the local languages of MTX (Dutch, French or English).

The Supplier will provide the compliance/calibration certificate for the devices used for equipment installation.

The Supplier undertakes that the following information are located on the machine and the sub-equipment.

- iii. "CE" mark as required by law;
- iv. serial number
- v. year of construction
- vi. complete corporate name and address of the manufacturer
- vii. weight and other technical info (if applicable)
- viii. machine name
- ix. series or type

The equipment or delivered Goods must comply, if applicable, with underlying non-limitative list:

- EU:
 - The European harmonised standards applicable will also be taken into account in the design and construction of this installation, machine or mechanized tool.
- Belgium:
 - The current Belgian laws and regulations concerning safety, health and hygiene
 - The General Regulations for Electrical Installation (AREI) (latest edition) The General Labour Protection Regulations (ARAB) and the Codex (latest edition)
- Flanders:
 - The Flemish environmental regulations Vlarem

The equipment or delivered Goods must at least meet following European guidelines:

Declaration of EC compliance

- Be compliant with the EC guidelines and European standards that are relevant.
- As part of a piece of equipment intended to be integrated, see the "set of equipment" section.

Directive 2006/42/CE: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32006L0042>

Other Directives (IF APPLICABLE)

Directive 93/42/CEE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:31993L0042>

Directive 2007/47/CE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32007L0047>

The European directive (Directive 89/655/CEE). Well-Being at Work Code, title VI, chapter 1, Annex 1 - Work Equipment.

Directive 89/655/CEE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:31989L0655>

Ergonomic design principles are complied with in order to ensure worker safety and well-being.

The Low Voltage Directive 2006/95/EC

Directive 2006/95/EC: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32006L0095>

The Directive 2014/30/UE (transposed into Belgian law by the Royal Decree of 01/12/2016) relative to electromagnetic compatibility.

Directive 2014/30/UE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0030>

The Directive 2013/35/UE relative to electromagnetic fields.

Directive 2013/35/UE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32013L0035>

The Directive 2014/34/EU (transposed into Belgian law by the Royal Decree of 21/04/2016) relative to the protective devices and systems destined for use in explosive atmospheres.

Directive 2014/34/EU: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0034>

The Directive 2014/68/EU (transposed into Belgian law by the Royal Decree of 11/07/2016) relative to pressurized equipment.

Directive 2014/68/EU: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0068>

The Directive 2014/29/UE for simple pressurized equipment.

Directive 2014/29/UE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0029>

The Directive 2011/65/UE restricting the use of hazardous substances in electrical and electronic equipment (transposed into Belgian law by the Royal Decree of 17/03/2013).

Directive 2011/65/EU: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32011L0065>

The Directive 2002/44/CE (transposed into Belgian law by the Royal Decree of 07/07/2005) relative to vibrations.

Directive 2002/44/CE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=LEGISSUM:c11145>

The Directive 2012/19/UE relative on waste electrical and electronic equipment (DEEE).

Directive 2012/19/UE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32012L0019>

RECUPEL (specific for Belgium): <https://www.recupel.be/en/#>

The Directive 2016/426/UE on gas-fired devices

Directive 2016/426/UE: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32016R0426>

8 FORUM

Any dispute arising out of the interpretation, the validity or the execution of a purchase order shall be submitted to the commercial courts of Oost-Vlaanderen (Belgium), section Dendermonde, which shall have sole jurisdiction over the matter. The language of the procedure shall be Dutch. The purchase order is governed by Belgian law without regard to its conflict of law provisions.

These general Terms and Conditions are drafted in English.

Any change in the contact details of the Supplier (including change to the VAT number, bank account number, the email address used to receive purchase orders or the email address used for accounting/invoicing purpose) shall be notified only to the following email address accountant@microtechnix.com.

The Supplier shall comply fully at all time with all applicable laws and regulations, including all applicable anti-corruption laws. In the event the Supplier does not comply with these requirements, MTX is entitled to terminate all purchase orders immediately on written notice sent by registered mail to the Supplier.