GENERAL TERMS AND CONDITIONS OF SALE SRL IMCOMA

1. DEFINITION

SRL IMCOMA: private limited liability company organised and existing under the laws of Belgium, having its registered office at Rue Marie Popelin, 1, 7180 Seneffe, registered with the Crossroads Bank of Enterprises under number 1010.424.452.
Customer: Company entering into a Contract with SRL IMCOMA.
Auxiliary: any natural or legal person who is entrusted by the obligor with a contractual obligation to perform all or part of that obligation, regardless of whether they perform that obligation on their own behalf and in their own name or on behalf of and in the name of the obligor, including, in particular, any shareholder, director, employee, subcontractor, advisor, consultant or other independent service provider of the person in question.
Contractor: Any natural or legal person pursuing a long-term economic goal and who enters into a Contract with SRL IMCOMA.

2. SCOPE

These general terms and conditions shall apply to any order placed by the Customer with SRL IMCOMA.
These general terms and conditions shall be made available to the Customer prior to confirmation of the order. All orders shall imply unconditional and unreserved acceptance of these general terms and conditions.

3. ORDER/CONCLUSION OF CONTRACT

Any purchase order signed by a Customer shall irrevocably bind the Customer, except in cases provided for by law, regardless of whether or not a deposit has been paid. The offers made by SRL IMCOMA are provided for information purposes only and shall not constitute a commitment or obligation on the part of the latter to enter into a Contract. Only written confirmation from SRL IMCOMA shall constitute acceptance of the order and the same shall apply to any amendments to the order made by the Customer. Verbal statements and commitments made by representatives, employees and other agents of SRL IMCOMA shall only be valid after written confirmation by the latter.
Any cancellation or amendment of the Contract shall be made in writing and shall only be valid if it is submitted before delivery of the object of the Contract and accepted in writing by SRL IMCOMA.

The Contract between the Customer and SRL IMCOMA shall be validly formed and enter in force upon written confirmation of the order by SRL IMCOMA and receipt of the deposit by SRL IMCOMA.

If the Customer refuses to take delivery of the goods ordered, SRL IMCOMA shall have the choice, at its discretion, either to compel the Customer to do so through legal action or to claim, as damages for cancellation of the sale, an amount equal to 15% of the agreed price. This flat rate compensation shall be payable by operation of law ("*ipso iure*"); the parties expressly agree not to negotiate the amount.
The goods shall be delivered in accordance with the terms of the purchase order or the terms stipulated on the front page of the invoice.

4. PRICE

The price shall be the one indicated in the approved offer or in the signed purchase order.
The price set in Euros (€) shall include packaging, delivery, shipping and insurance costs and shall be exclusive of VAT, unless otherwise specified.

5. DELIVERY DEADLINE

The goods shall be made available to the Customer in accordance with the applicable Incoterms, as provided for in the Contract. The Customer or its attorney-in-fact shall take delivery within three (3) working days of receipt of notification that the goods are available for collection. If the Customer delays in collecting the goods, it shall be liable to pay a fixed penalty of 250 euros per day of delay, in addition to VAT and any additional costs that may be incurred in connection with the management and/or handling of the goods. SRL IMCOMA shall store the goods at the Customer's own expense and risk. Any persistent non-performance exceeding 15 days shall constitute a serious breach of contract attributable to the Customer.
The delivery deadlines stipulated in the Contract are provided for information purposes only.
SRL IMCOMA shall endeavour to meet the deadlines indicated as far as possible but declines all responsibility in this regard (particularly with regard to penalties for delays), except in cases of wilful misconduct or fraud on the part of its agents. However, unless otherwise agreed, any delays shall in no way justify cancellation of the Contract or give rise to any compensation or termination of the Contract.
SRL IMCOMA shall only be deemed to have defaulted on delivery of the goods sold after a period of 15 days following formal notice sent by the Customer by registered post.

6. SHIPPING and TRANSFER OF RISKS

The goods shall be sold EXW (Incoterms 2020) and transported at the recipient's own risk.
The risks shall be transferred at the time the goods are made available in accordance with the applicable Incoterms.

7. OBJECTIONS

Any objection must be sent in writing to the email address of SRL IMCOMA within eight days of delivery of the goods and, at the latest, within eight days of the date shown on the invoice. Thereafter, the goods may no longer be returned or replaced.

8. **PAYMENT**

Invoices shall be payable upon receipt

In the event of non-payment of the invoice by the Customer on its due date, SRL IMCOMA may, as of the following day, by operation of law ("*ipso iure*") and without formal notice, charge (i) late payment interest at the legal rate of interest applicable in Belgium and (ii) a fixed penalty equal to 5% of the invoice amount, but no less than EUR 250, to compensate for the inconvenience suffered by SRL IMCOMA and the resulting administrative costs incurred, but excluding any courts costs and legal fees paid by SRL IMCOMA, without prejudice to its right to claim higher compensation.

9. **LIABILITY**

The parties agree that any liability claims shall be governed by the provisions below, to the fullest extent permitted by law.

The Parties agree that compensation for any damage resulting from any breach by SRL IMCOMA of any of its obligations under this Contract shall be governed exclusively, subject to legal restrictions, by the rules of contractual liability, even if such damage originates from an extra-contractual fault.

Without prejudice to the general principle established in the preceding paragraph, in the event of any damage resulting from the failure by SRL IMCOMA to perform any of its obligations under this Contract, the Customer waives, to the fullest extent permitted by law, the right to hold SRL IMCOMA and any other Auxiliary of SRL IMCOMA liable for any extra-contractual liability.

SRL IMCOMA shall accept no liability towards any person other than the Customer. The Customer warrants to SRL IMCOMA that, in connection with performance of this Contract, SRL IMCOMA may, under no circumstances, be regarded as an Auxiliary of the Customer in respect of any co-contractors of the Customer or any other third party. If this were nevertheless to be the case, the Customer undertakes, to the fullest extent permitted by law, to compensate SRL IMCOMA for any damage resulting from its liability being invoked in its capacity as an Auxiliary.

In any case, the overall liability limit applicable to SRL IMCOMA in connection with or pursuant to the Contract shall be limited to 50% of the Contract price.

Except in cases of fraud, deceit or gross negligence, SRL IMCOMA shall under no circumstances be liable to pay the Customer or third parties compensation for loss of production, loss of profit, loss of use or loss of an opportunity to conclude a contract, or any other economic, financial, non-material or indirect damage whatsoever, in particular any compensation that the Customer may have to pay to third parties.

The Customer shall indemnify SRL IMCOMA against any third-party claims and against any liability and costs arising therefrom, including, but not limited to, reasonable legal fees, court or settlement costs, regardless of the outcome, resulting from the use or resale of the goods supplied by SRL IMCOMA in accordance with the Customer's specifications.

10. **WARRANTY**

Except in cases of fraud, deceit or gross negligence, the exclusive liability of SRL IMCOMA for all claims relating to delivered goods shall be limited to the replacement of the goods or, if replacement is not possible, to the repair of the delivered goods.

This warranty shall be limited to claims that have been brought to the attention of SRL IMCOMA within one year of the goods being made available.

SRL IMCOMA shall not be liable for any defects, damage or other problems resulting from:

- incorrect or inappropriate use of the goods,
- normal wear-and-tear,
- incorrect maintenance,
- force majeure or
- intentional wrongdoing on the part of the Customer, its agents or other third parties.
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11. **RETENTION OF OWNERSHIP**

Without prejudice to the transfer of risks established in Article 6, the goods sold shall remain the exclusive property of SRL IMCOMA until full payment of the principal, interest and any costs.

12. **RESOLUTORY CLAUSE**

In the event of non-payment of invoices by the Customer on their due date or in the event of a breach by the Customer of any of its obligations under this Contract, SRL IMCOMA may immediately, by operation of law ("*ipso iure*") and without notice, without having to pay compensation and without the need for a prior court ruling, consider the sale terminated as of the date of notification thereof by SRL IMCOMA.

SRL IMCOMA shall be authorised, at its discretion, to demand the return of the goods at the Customer's premises or from any other location where the goods may be located, at the Customer's expense, without prejudice to the right of SRL IMCOMA to claim compensation for the damage incurred.

In the event of death, bankruptcy, dissolution, discontinuance of business or any other situation of insolvency affecting the Customer, or when such a situation appears likely to occur, SRL IMCOMA may terminate this Contract without the need for a prior court ruling and without having to pay compensation, by notifying the Customer of its decision by registered letter. In such cases, this Contract shall end on the date of receipt of said notification.

13. **SOLVENCY**

If SRL IMCOMA's confidence in the Customer's solvency is undermined by late payment or non-payment, legal proceedings against the Customer and/or other demonstrable events that call into question and/or affect confidence in proper performance of the Customer's contractual obligations, SRL IMCOMA reserves the right to suspend all or part of the Contract and to require appropriate guarantees from the Customer. If the Customer refuses to provide these guarantees, SRL IMCOMA reserves the right to cancel all or part of the Contract, even if the goods have already been shipped in whole or in part, without prejudice to the right of SRL IMCOMA to claim higher compensation if it can establish that it has incurred greater damage.

14. **FORCE MAJEURE**

In the event of non-performance of the Contract due to force majeure, the party invoking the case of force majeure shall be released from any liability, unless otherwise stipulated by law. Force majeure shall mean any event that (i) was not caused by either party, (ii) was unforeseeable at the time the Contract was entered into, and (iii) has a significant and adverse impact on the continued performance of the Contract by that party, including, but not limited to, government interventions, natural disasters, armed conflicts, social unrest, crimes, accidents, diseases, epidemics and pandemics, power and telecommunications outages, etc.
Unless otherwise specified by law, each party shall be entitled to terminate this Contract, with immediate effect and without compensation, by registered letter if performance of the Contract has been suspended due to force majeure for a continuous period of more than [30] days.

15. SEVERABILITY AND INVALIDITY

If any provision of these general terms and conditions is declared null and void, contrary to any mandatory law or public policy or unenforceable, in whole or in part, that provision shall apply subject to any deletion or amendment decided by the parties or, where applicable, by the competent court (pursuant to Article 19) that may be necessary to ensure its validity or enforceability, while preserving a balance between the respective interests of the parties.
In the event that this provision is not deleted or amended, in whole or in part, pursuant to this article, it shall be deemed unwritten insofar as the terms that render it null and void, illegal or unenforceable are concerned, and the validity or enforceability of the other provisions of this Contract shall not be affected.

16. ASSIGNMENT

Neither this Contract nor the rights and obligations arising therefrom may be assigned to third parties without the prior written consent of the other party. However, this provision shall not apply to the assignment or pledging of claims arising from this Contract by SRL IMCOMA to a financial institution in connection with credit operations.

17. PROCESSING OF PERSONAL DATA

SRL IMCOMA collects and processes the Customer's personal data in connection with its services. Personal data are only transmitted and stored to the extent necessary and only for the period required for that purpose. The Customer has the right to access, rectify, erase and object to the use of its data, as well as the right to file a complaint with the data protection authority. The Customer shall be responsible for the accuracy of the personal data it provides and undertakes to comply with the General Data Protection Regulation with regard to the persons whose personal data it transfers.

18. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Customer acknowledges that all trademarks, trade names, copyright, patents, know-how and any other intellectual property rights used, incorporated or related to the products made by SRL IMCOMA are and shall remain the exclusive property of SRL IMCOMA. The Customer undertakes not to modify, amend, improve, duplicate or copy, either directly or through a subsidiary, agent or third party, any part of the products made by SRL IMCOMA, whether or not they have been delivered to it.
The same shall apply to any development of technology or any other potential intellectual property right developed in connection with performance of this Contract.
Any information, data, drawing, requirement, documentation, specification, technical or commercial data, plan or other material that SRL IMCOMA may have communicated and may occasionally transfer to the Customer concerning itself and/or its products are and shall continue to be fully owned by SRL IMCOMA. This information is strictly confidential, regardless of whether or not it has been expressly marked as confidential.
The Customer undertakes not to reproduce or use these elements or use the aforementioned information except in accordance with the provisions of these terms and conditions and not to disclose such information, directly or indirectly, at any time during or after the end of these terms and conditions to any third party without the prior written consent of SRL IMCOMA.

19. APPLICABLE LAW - JURISDICTION

These general terms and conditions and the Contracts concluded on the basis thereof shall be governed by and construed in accordance with Belgian law. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded, as are any other international regulations whose exclusion is permitted,
All other general terms and conditions are subject to the standard-form contracts of European foundries, which can be found on our website www.fondatel.com.
Any dispute arising from the interpretation or performance of the Contract shall fall within the exclusive jurisdiction of the courts of the judicial district in which the registered office of SRL IMCOMA is located.