

TERMS AND CONDITIONS OF SALE

Article 1: Definitions

In these General Terms and Conditions, the following terms have the following meaning:

- 1.1 Supplier: HALFIN ELECTRONICS SA, having its registered office at Quai au Foin 55,1000 Brussels,
and with company registration number 0453 873.886 (RPR Brussels, French language).
- 1.2 Customer: The natural person or legal entity, or their legal successor(s), who signs a contract with the Supplier;
- 1.3 Contract: The contract for the supply of products by the Supplier to the Customer, of which the present General Terms and Conditions are an integral part.

Article 2: Applicability of the General Terms and Conditions - Formation of a Contract

- 2.1 These General Terms and Conditions shall apply to all offers and every Contract between the Supplier and the Customer, unless the parties have expressly agreed in writing to deviate from these terms and conditions.
- 2.2 The Supplier is entitled to change these General Terms and Conditions at any time, it being understood that if the Supplier does so for current (accepted) orders, the Supplier must have a valid reason to do so. These changes shall only apply to current orders if the Supplier has notified the Customer of the changes no later than one month before they take effect. The Customer shall be bound by these changes unless it has cancelled the Contract in writing before the date on which the changes take effect. The changed General Terms and Conditions shall apply to new orders (and contracts) with immediate effect.
- 2.3 The Customer's general terms and conditions of sale, purchase, or other conditions shall not apply unless agreed otherwise in writing.
- 2.4 In the absence of a written contract signed by both parties, a Contract shall also be deemed to exist in the following cases: (1) the Supplier has confirmed the Customer's order in writing, (2) the Customer has accepted the Supplier's offer (in writing or verbally), and/or (3) the Supplier executes the Customer's verbal order without the Customer objecting to this immediately.
- 2.5 The Supplier shall not be bound by any changes or additions to an order or an existing Contract made by the Customer unless the Supplier has accepted them in writing.

Article 3: Prices and Payment Terms

- 3 All prices and rates exclude VAT, any taxes, freight, handling, duty, or other similar charges, payment of which will be solely the responsibility of the Customer.
- 3.2 With respect to current contracts and places orders, prices are subject to change by the Supplier for any valid reason, including (a) the rescheduling or reconfiguration of orders by a Customer, or (b) in response to price increases by the Supplier's supplier or if a price has been quoted in error, in which event the Customer may cancel the Contract (or, as the case may be, the undelivered part of any affected order) by providing written notice to Supplier prior to the shipment of the relevant products and within 10 days of receipt of notice of such price increase.
- 3.3 Unless expressly agreed otherwise in writing, all invoices are payable to the bank account of the Supplier mentioned on the invoice within ten (10) days from the invoice date, it being understood the Supplier reserves the right to require (partial) payment in advance, or delay/cancel any shipment or order because of the Customer's creditworthiness.
- 3.4 At the risk of forfeiture of rights, the Customer must send any complaint or protest about an invoice to the Supplier by registered post no later than seven days after receipt of the invoice. Otherwise, the Customer will be deemed to have accepted the invoice.
- 3.5 If an invoice is paid late, the Customer shall be liable, by operation of law and without notice of default, to pay from the due date interest on arrears amounting to 12% per annum on the amount unpaid amount, as well as a lump sum indemnity for any collection costs, which shall be equal to 10% of the unpaid amount with a minimum of EU R 50. Furthermore, in that case, the Supplier shall be entitled to demand immediate payment of all other invoices that are not yet due.
- 3.6 Every late payment, including partial late payment, on the Customer's part shall entitle the Supplier to terminate the Contract by operation of law and without any further notice of default by means of a simple written notification (including by e-mail). The interest on arrears and fixed compensation shall remain payable to the Supplier irrespective of the termination of the Contract.
- 3.7 The Supplier shall have the right at any time or from time to time, without notice to the Customer, to set off against any amount due by the Customer to the Supplier.

Article 4: Orders and Delivery

- 4.1 Any transport charges shall be borne by the Customer. Unless otherwise agreed upon, the Supplier shall select the carrier.
- 4.2 Delivery periods and times are not binding, unless expressly agreed otherwise. The delivery period is deemed to have been complied with when the products leave the Supplier's warehouse before that period expires or when the Supplier has informed the Customer that the products are ready for dispatch. Compliance with the delivery date or period is subject to the orderly and timely fulfilment of the Customer's other obligations.
- 4.3 The risk of loss of or damage to the products shall pass to the Customer when the Supplier makes the goods available to the Customer at the agreed time and place.
- 4.4 In the event the Customer, after placing an order, wishes that the Supplier keeps such order in stock, the Supplier shall be entitled to invoice additional storage costs, equal to 5% of the value of such order per week.

Article 5: Retention of title

- 5.1 Irrespective of the agreed conditions of sale or any security provided, all the products supplied by the Supplier shall remain the Supplier's property until the Supplier has received the total purchase price and, in addition, all other claims that the Supplier has or will have against the Customer have been settled.
- 5.2 The Customer may only sell the products covered by this retention-of-title clause in the normal course of their business. The Customer is not authorised to pledge the products covered by this retention-of-title clause, or to use the products as collateral, or take any other measure likely to undermine the Supplier's right of ownership. In the event of seizure or other intervention by third parties, the Customer shall notify the Supplier in writing, without delay, and provide all the relevant information. Moreover, the Customer shall inform the third party of the Supplier's right of ownership and assist the Supplier in every way possible to protect the products covered by this retention-of-title clause. The Customer bears all the costs for which they are liable and which are required to counter the intervention and to recover the products, to the extent that these costs cannot be recovered from the third party.
- 5.3 Should the Customer be in default with regard to any of the claims referred to in the first paragraph, the Supplier shall be entitled, without further notice, to repossess the products subject to the retention of title and either store them at the Customer's expense and risk until full payment has been received or sell them to a third party and offset the proceeds of the sale less any associated costs against the Customer's debt. In any case, the Customer shall be obliged to pay the agreed purchase price in full.

Article 6: Cancellation - Termination by operation of law

- 6.1 If the order is cancelled or its execution is temporarily suspended at the Customer's request, invoicing shall be done at the stage of execution of the order at that moment. This amount will be increased by additional fixed compensation of 50% of the order's original price.
- 6.2 The Supplier shall be entitled to dissolve the Contract by operation of law and without prior notice of default in the event of bankruptcy, a court settlement plan or apparent insolvency, non-payment or late payment of the amounts owed by the Customer as well as in the event of any other shortcomings that are not remedied within seven days of a notice of default given by the Supplier. The Supplier shall have the same right if the Customer provides incorrect information about its identity and/or address.

Article 7: Warranties - liability

- 7.1 The Supplier warrants that the products delivered have the characteristics specified in writing by the manufacturer or defined by mutual agreement in the form of verifiable technical parameters. For a period of 90 days after the delivery the Supplier warrants that the products assembled or customized by the Supplier are fit and sufficient for the purpose assembled or customized, are of good material and workmanship, and are free from defect, and any services performed by the Supplier in this regard are in accordance with industry standards.
- 7.2 The products supplied are intended solely for the purposes specified by their manufacturer. These purposes do not normally include the use of the products in life-saving or life-supporting or military systems, human implantation, nuclear facilities or their purposes where a failure of the products can, upon reasonable assessment, lead to death, bodily injury or damage to health, or to an extraordinarily high material loss. Only the specifications in the manufacturers' data sheets shall be deemed an agreed quality. The Customer is solely liable for the fitness and safety of the products for the applications used by the Customer.
- 7.3 If the Supplier alters the products to be supplied on the Customer's request, the measures set out in Clause 7.2 shall apply by analogy. In this case, the Supplier undertakes to process the products with due care, in accordance with the Customer's specification, as agreed upon in writing, though the Supplier shall not be liable for any impact of this processing on the functioning of the product.
- 7.4 Any complaints about delivered products shall only be valid if they have been submitted to the Supplier in writing no later than five days after receipt of the products. If the Customer does not protest within the aforementioned terms, the delivered products shall be regarded as having been accepted by the Customer.
- 7.5 The Customer shall describe the defects in writing in the claim submitted to the Supplier. The Customer is required to send the products, at its expense, to the Supplier for examination of the defects. The Customer shall make sure that the carrier takes all necessary measures to ensure that the relevant documentation is complete.
- 7.6 If the products are defective, the Supplier shall (at its option) repair the products to remove defects, or supply products free from defects.
- 7.7 Natural wear, improper handling, alterations or repairs to the products carried out by the Customer or third parties shall not activate the warranty provided by the Supplier. The same rule applies to defects that are attributable to the Customer or to a cause other than the original defect.
- 7.8 Other than the obligations stated above, the Supplier excludes any other liability, either express or implied, in respect to the merchantability or fitness for a particular purpose of the products supplied.
- 7.9 The limitation of the Supplier's liability also applies to damages or loss resulting from death, bodily injury or damage to health, even in the event of gross negligence by the Supplier with, nonetheless, the exception of willful misconduct by or serious fault of the Supplier.
- 7.10 The Supplier's liability shall in all cases be limited to at the Supplier's sole discretion - refund of (part of) the purchase price, repair or free replacement of the delivered products, The Supplier is under no circumstances liable to the Customer for indirect damage including, but not limited to, loss of profit, loss of time, loss of anticipated savings, loss of data, improper data use, and costs and expenses of all kinds.
- 7.11 The Customer may not modify the products or use the products in an improper way. If this obligation is breached, the Customer shall indemnify the Supplier in full and hold the Supplier harmless from and against product liability claims brought by third parties to the extent that the Customer is responsible for the defect giving rise to liability.

Article 8: Force Majeure

- 8.1 If the Supplier fails to comply with its obligations due to force majeure, the Supplier shall not be liable towards the Customer. In this case, the Supplier's obligations will be suspended (insofar as the compliance is not permanently impossible).
- 8.2 If the period in which compliance is not possible due to force majeure lasting or being expected to last more than 3 months, both the Supplier and the Customer have the right to terminate the Contract, without any obligation for compensation arising.
- 8.3 Force majeure affecting the Supplier as intended in this clause includes (but is not limited to) the following events: import or trade restrictions, transport problems, energy shortages, impediments or failure to comply with contractual obligations by one of the Supplier's subcontractors, suppliers or manufacturers.

Article 9: Intellectual Property

- 9.1 All rights in intellectual property owned or licensed by the Supplier (or manufacturer) are hereby reserved and deemed restricted or limited. The Supplier makes no representation or warranty with respect to such rights and shall have no liability in connection with them.
- 9.2 The Customer agrees to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering or disclosing the same), even if the Supplier has broken the seal on any "shrink wrapped" software.
- 9.3 If the Customer provides the Supplier with any documents or products protected by intellectual property rights, the Customer warrants that it is the owner of such intellectual property rights.

Article 10: Applicable law and jurisdiction

- 10.1 These General Terms and Conditions, and all offers, contracts, and their execution, are subject exclusively to Belgian law, with the exclusion however of the Vienna Sales Convention.
- 10.2 Any disputes arising from or relating to the Contract to which these Terms and Conditions apply, or these Terms and Conditions themselves, shall be settled exclusively by the Dutch-speaking courts in Brussels.

Article 11: Invalidity provisions

If and to the extent that any provision of these General Terms and Conditions and/or the Contract proves to be wholly or partly invalid or voidable, this shall not affect the validity of the remaining provisions. The invalid or voidable provisions shall be replaced in consultation between the parties by a provision that approximates the earlier provision's scope and intention as closely as possible.