

1. Definitions. In these Terms and Conditions of Sale ("Terms"), "Company" means Mirmex Motor SA, a Belgium company with a registered address of Rue du Bosquet 15A, Einstein Business Center, 1435 Mont-Saint-Guibert, Belgium; "Buyer" means the person or legal entity by whom a purchase order or a technical requirements sheet is given; "PO" means Purchase Order from Buyer; "Product" means the equipment, parts, software, data, pre-studies, and services sold or provided free of charge by the Company to the Buyer; "Specifications" means the specifications agreed between Company and the Buyer for the development and supply by Company of a Product; "Non final Product" means the prototypes or products that are not yet fully developed or tested and are delivered to the Buyer for analysis, testing or further development. When the Terms refer to Products, this also includes Non Final Products except otherwise provided in the Terms; "Service" means the services provided by Company, including technical studies, consulting, proof of concept, designs (drawings and specs), testing services; "Non-Recurring Expense" (NRE) means fixed one-time engineering costs to research, design, develop and test a new Product.

2. General. Any order or technical requirement sheet, whether written or oral, received from Buyer by Company is governed by the Terms outlined herein. Company's acceptance of Buyer's order or technical requirement sheet is expressly conditioned on Buyer's acceptance of these Terms. No agreement, oral or written, in any way claiming to modify these Terms will be binding on Company unless agreed to in a separate contract and in writing by an authorized representative of Company. Company may amend these Terms from time to time ("Amended Terms") by giving Buyer at least 15 days prior written or online notice. In case of conflict or inconsistencies between the Terms of the parties, the PO and any specific contract between the Buyer and Company, the following order of precedence shall apply in decreasing order of priority: (i) the specific contract signed by the Parties, if any; (ii) these Terms; (iii) the PO provided it has been accepted in writing by Company.

3. Prices.

a. Purchase prices shall be as stated on the final quotation transmitted by Company to Buyer. Prices quoted by the Company may exclude all extra charges, including charges for packing, containers, insurance, payment processing fees, and transportation but shall not include any present or future value added, national, regional, continental, sales, use, excise, ecological or recycling, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately, and to the extent applicable, Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company. Buyer shall pay for the Products to the Company within the time and by the mode agreed between Buyer and Company.

b. Except for local offers, prices are ex-VAT and do not include taxes and duties that are directly levied on the Products and/or Services. Unless otherwise stipulated, the price does not include the cost of transportation, delivery, or collection of the Products, nor does it include the cost of fitting or installation. All taxes, charges, duties, and costs shall be borne by the Buyer.

4. Orders

a. All offers, emails, presentations, data, advertisements, or catalogs from Company are non binding. Offers are valid for a maximum period of 30 days from the date of the offer, unless otherwise explicitly mentioned. Any specification or data contained in Company's product information, material, brochure, price lists or any other documents are given for information only and can be modified at any time without prior notice.

b. Offers from Company and Quotation. Company's offers and quotations are open for acceptance by Buyer within the period stated on the offer or quotation document or, when no period is so stated, within thirty (30) calendar days after its date. If quotation includes volume discounts, discounts never apply retroactively on Products already previously ordered. Volume discounts shall always be interpreted as the minimum forward-looking PO quantity that defines the threshold level from which the discount will apply. In some circumstances, quotation may include a mandatory minimum order quantity or a minimum order value. Only the Company's firm offer or quotation, which have been accepted unconditionally by the Buyer within the offer's validity period, shall be binding upon Company. In all other instances (e.g., an acceptance that is notified after the offer's expiry, conditional acceptance, modifications to the offer, additional items requested by the Buyer, etc.), there shall be a valid contract only if there is a written confirmation by Company.

c. Purchase Order Processing. When a buyer wishes to place an order, it will deliver to Company a PO for the same. All such POs must (i) be in writing in a legible format acceptable to Company and in the English or French language, (ii) include at a minimum, the PO number, invoice and shipping addresses, mode of delivery, reference number of the ordered Product from Company, agreed purchasing price, contact information.

d. Acceptance of Purchase Orders. Company will endeavor to (i) acknowledge receipt of each PO issued in accordance with these Terms, and (ii) notify Buyer whether Company accepts or rejects the PO. If Company fails to accept or reject a PO within fifteen (15) days of the PO request, such failure to respond will be deemed a rejection of the entire order.

e. Changes to Order. Buyer acknowledges that (i) requesting a change order may cause a delay in the scheduled shipment date, a revision of pricing or discount, or result in a new scheduled shipment date; (ii) POs may not be changed within the first twenty-four (24) hours of Company's PO acknowledgment; (iii) after twenty-four (24) hours of Company's PO acknowledgment, and notwithstanding the Company's right to refuse the change, all changes to an accepted PO will be subject to a change order charge of twenty percent (20%) of the net value of the Products to be delivered, plus the cost of labor and fabrication or raw material that Company incurred prior to the receipt of the change order from Buyer, or that may be required due to the change order. Notwithstanding the foregoing, Buyer cannot change orders associated with Non-Recurring Expense (NRE), custom-built or nonstandard items (especially custom-built motor windings, stators, rotors, and custom-built motors) once they have been placed. Verbal change orders will not be accepted.

f. Order Cancellation. If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out-of-pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. This percentage is equal to 20% if the cancellation occurs in the first 5 days after the PO, 60% if it occurs between 6 days and 20 days, 80% after 20 days and one hundred percent (100%) for any cancellation made within sixty (60) days prior to the scheduled shipping date. Notwithstanding the foregoing, if Buyer cancels a PO (or part of it) associated with Non-Recurring Expense (NRE), custom-built or nonstandard items (especially custom-built windings, stators, rotors, and custom-built motors), such orders will be subject to a cancellation fee of one hundred percent (100%) of the PO.

5. Deliveries - Risk of Loss.

a. Company will deliver Products within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence." Delivery schedules for the Products are based upon current production capacities, materials or component availability, and inventory, and may be changed by Company as conditions require. Partial delivery shall be accepted by Buyer and paid for at the price and on the terms stated herein. Any partial delivery shall constitute a separate sale, and payment shall be separately made when due.

b. Unless otherwise agreed in writing, all Services are performed at the Company's registered seat.

c. All deliveries of Products are ex-works, Mont-Saint-Guibert, Belgium. Unless otherwise stipulated, transport of the Products shall be carried out at the Buyer's risks, responsibility, and costs, even if the Company provides the transport.

d. Delivered Products shall remain the property of the Company until all payments have been made in full. Risks pass to the Buyer on the day of delivery.

6. Storage Fee. If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company the costs of such storage, with a minimum storage fee equivalent to 10% of the total order value per calendar month or fraction thereof (calculated and charged on a per calendar day basis, with a minimum of two (2) weeks) until the date of delivery ("Storage Fee").

7. Specifications. The Company can provide Products to the Buyer, including the development of custom-built Products, based on the Buyer's Specifications. The Buyer acknowledges that Specifications have a major impact on the lead time, performance, and costs of a development service and/or a manufacturing assignment and on the results delivered by the Company. Therefore, Specifications will only be binding on the Company if the Company has signed the document listing the Specifications before the start of the contract. To the best of its knowledge at the date of signature, the Company shall inform the Buyer concerning the Specifications that can be met, partially met, or that cannot be met by the Company. The final responsibility for, among other things, the completeness, usefulness, desirability, and applicability of the Specifications lies entirely with the Buyer. The Company shall in no circumstance whatsoever be liable if the Product developed and/or manufactured on the basis of the Buyer's design, or on the basis of the Company's own design but in accordance with the Specifications, does not match the results expected by the Buyer. Any change to the Specifications must be first agreed in writing by both Parties. Nevertheless, the Company reserves the right to make changes in Specifications without prior notice or agreement as long as such changes do not affect the performance of the design and/or the Product. The Company is not obliged to demonstrate that it meets the Specifications unless this has been agreed in writing by the Parties. If the method for verifying to which extent the Specifications are met has not been contractually agreed, the choice of method will rest with the Company.

8. Obligations of The Company

- a. The Company warrants that all Products and Services assignments, provided they have been duly accepted, shall be performed with reasonable skill and care and in accordance with the Company's internal quality system.
- b. The Company commitments must be qualified as obligations of means.
- c. The Company warrants that the Product meets the Specifications provided such Specifications have been duly agreed by the Company.
- d. The Buyer recognizes and acknowledges that Non Final Products cannot be used by users who have not been specifically trained for such use. Non Final Products are used under the Buyer's sole liability and the Buyer shall at all time take all measures for ensuring the user's training and safety.
- e. If the Company undertakes to fulfil its obligations by a particular date or within a particular period of time (hereinafter the "Deadline"), the Company shall make its best efforts to meet the Deadline or to minimise any delays. Deadlines are only binding if the Parties have provided in writing they are binding.

9. Client's collaboration duties

- a. The Buyer shall cooperate with the Company as required for the proper performance of the contract. This includes (but is not limited to): (i) providing files, documents or other relevant information for the development, production and delivery of the Product and the performance of the Service; (ii) allowing the Company to carry out any operation, by any means deemed necessary or useful for the preparation and execution of its obligations; (iii) designating one or a limited number of contact persons for technical, administrative and other matters related to the Products and/or Services. The Buyer acknowledges and accepts that any failure on his part to provide such cooperation, information, or adequate access to The Company for the development and/or production of the Products and/or the performance of the Services may affect such development, production, or performance.
- b. The Buyer is responsible for, and shall bear the costs of, obtaining and retaining any license, registration, or approval necessary to comply with his obligations under this Contract and/or to use or exploit the Product or Services.

10. Products Warranty and Liability

10.1. Visible defects and non-conformities of Products, problems with the Services

- a. Products and (the result of) Services must be analysed by the Buyer as soon as reasonably possible and in any case within 10 days from delivery of the Product or completion of the Service. From these moments on, the Company will no longer be liable for visible defects or non-conformities/problems, and only guarantee against hidden defects shall apply, subject to the conditions and limitations set forth below.
- b. If the Buyer raises a non-conformity issue, a problem with the Products or a visible defect, it shall provide, in writing, by registered mail or by email with an acknowledgment it was received by the Company, duly motivated grounds within 8 calendar days of the discovery of the defect or problem (i.e. no later than 18 days after delivery of the Product or completion of the Service). Failing this, the Buyer shall be deemed to accept the Product and Service as is.
- c. If the Company considers that the Buyer's claim concerning a visible defect or non-conformity issue of a Product is founded, The Company has the option: (i) if the Product has been developed by the Company (based on its own design), to redesign or modify the Product; (ii) if the Product was manufactured based on a pre-existing design or sold from the Company's catalog, to repair or replace the Product; or (iii) to terminate the Contract without any compensation (but after having refunded the payments made by the Buyer) if the Company considers that the costs for re-designing, modification, repair or replacement of the Product(s) are unreasonably high (which includes the case where the costs are higher or are expected to be higher than the contract value).

10.2. Hidden defects.

- a. The Company guarantees the Buyer against hidden defects in the Products delivered and in the Services performed. The guarantee shall expire twelve (12) months after the date of shipment of the Products and/or completion of the Services. Any claim by the Buyer under this guarantee must be submitted to The Company by registered mail without undue delay and in any event no later than eight (8) calendar days after the Buyer has noticed or ought to have noticed the hidden defect. Once The Company has been notified of such hidden defect, both parties shall inspect the Product, draft and sign a joint document describing the hidden defect (or their dissenting opinions). In case of interference, disassembly, intervention, or modification applied or carried out after discovery of the defect by the Buyer, but before the defect has been stated in the joint document, the Buyer automatically forfeits its right to claim any remedy with respect to such hidden defect.
- b. The Company shall not be liable for hidden defects in the event of inadequate, abnormal, or incorrect use of the Products (including any use of the Product which is not in line with the datasheet or which is performed in abnormal circumstances or in an abnormal environment, i.e. in circumstances and environment not agreed upon with The Company), or if the Buyer or third parties have modified, interfered with, or intervened in the Services or the Products.

10.3. General

- a. The Company shall not be liable if the Service or Product has been in any way modified by the Buyer, or if the Product is incorporated by the Buyer into a larger product or system which was not described in the Specifications, or if the Service or Product is used for another purpose than the one mentioned in the Specifications, or used in another environment or circumstances than the environment and circumstances initially contemplated by the parties and agreed upon by the parties.
- b. The Company shall not be liable for defects or malfunctions caused i.a. by external reason(s), wear and tear, alteration, abuse, negligence, misuse (including use not in accordance with the user's manual or datasheet), non-reasonable use, transport, loading/downloading, abnormal conditions of

temperature or humidity, dirt, vibrations, acceleration, pressure, or in an otherwise improper manner, either intentional or otherwise, caused by the Buyer or by a third party.

c. The Company shall not be liable for any of the following types of loss, damage, cost or expense arising (whether in contract, tort, negligence, breach of statutory duty or otherwise) under or in relation to the Contract: (i) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; (ii) any loss or corruption of data; (iii) any indirect or consequential loss or damage whatsoever, even if the Company was advised in advance of the possibility of such loss or damage

d. The total liability of Company with respect to these Terms and the Products, whether based on contract, warranty, negligence, indemnity strict liability or otherwise, will not exceed the purchase price for the Product that is the basis for the claim. In no event will the Company be liable to Buyer, any successors in interest, or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special, or punitive damages, or loss in profits or revenue arising out of or related to these Terms or any breach therefor, or any defect in, or failure of, or malfunction of the Products, part, or service hereunder, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise.

e. The liability towards third parties for damages caused by defects in the Products shall vest in the Buyer, as far as the Product was designed and/or manufactured in compliance with the Buyer's Specifications. The Buyer shall hold The Company harmless from any third-party claims based on product liability, due to defects in the Product, as well as from any costs this may entail for The Company. The Buyer shall hold The Company harmless from any damage claims of third parties based on the use of the Product or its non-functioning/mal-functioning or defect.

f. The Company's warranty obligations shall be suspended, without any notice, if and as long as the Buyer has not fully fulfilled its own obligations. Such suspension does not extend the warranty period.

g. Liability with respect to Intellectual Property (IP) Rights. In case of claims or proceedings, or threats of such claims or proceedings, against the Buyer with respect to any intellectual right linked to the performance of the contract (e.g. because a third party claims that the use of the Product or Service infringes its IP right), the Buyer shall inform The Company immediately. The Company may, at its sole discretion: (i) Decide to defend the case at its own expense, or (ii) obtain for the Buyer the right to continue to benefit from the Products and/or Services, or (iii) make similar Products and/or Services available or change the Products and/or Services to rectify any infringement, insofar as this does not lead to any substantial loss of functions or services, or (iv) terminate the contract and reimburse the Buyer the sums paid for the Products and/or Services which the Buyer has not yet been able to benefit from. This provision shall not apply to infringements attributable to changes made to the Products and/or Services by persons other than the Company, nor to infringements resulting from the use of the Products and/or Services in conjunction with other products. In such a case, the Company shall not be liable, but the Buyer shall indemnify the Company against any damages and costs resulting from any infringement claim brought by a third party in relation with the Product if changed or used as previously described.

h. The remedies of Buyer set forth herein are exhaustively enumerated herein.

11. Indemnification. Buyer shall indemnify and hold Company, officers, directors, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against Company that the Products have caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Buyer, its agents or employees in connection with these Terms; or (iii) any breach or default in the performance of the obligations of Buyer hereunder. Buyer's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the sole gross negligence of Company.

12. Intellectual property

10.1 Company shall retain all rights of ownership and title, including all copyrights, patent rights and any other intellectual property rights, in Products, firmware, design patterns, drawings, data, pre-studies, materials or supplier selection, descriptions, and software created, provided, or manufactured in whole or in part by Company or with the help of Company's services. This clause shall apply regardless of whether these Products, firmware, design patterns, drawings, data, materials or supplier selection, descriptions, and software were created, provided, or manufactured by Company on Buyer's request or with the help of the Buyer or any third party. By issuing a PO or technical requirements sheet to Company, Buyer recognizes the exclusive ownership and validity of all rights of Company in Company's software, firmware, design patterns, drawings, data, pre-studies, materials or supplier selection, descriptions, and Products. Buyer is hereby granted a nonexclusive, royalty free license to use firmware, design patterns, drawings, data, materials or supplier selection, descriptions, and software, incorporated into the Products only in conjunction with hardware products from Company and only at the Buyer's plant site where the Products are first used.

10.2 Buyer shall affix Company's logo as provided by Company and mention, in an easily readable format, the phrase "Made with Mirmex Motor Technology" on the front packaging and in each commercial communication (including invoice to its customers) relating to Buyer's products which integrate Products designed, conceived, or manufactured in whole or in part by Company or with the services of Company. Buyer undertakes to impose this same obligation on its distributors and/or agents. Except for such use, Buyer agrees not to use, create, register, or market, directly or indirectly, Company's names, logos, brands, or any other trademarks, or names that are owned by Company, as part of Buyer's corporate or business name, as part of an internet domain name, as part of Buyer's marketing and advertising efforts, or in any way connected with Buyer's business, trade address or other designations

10.3 In case of co-development or development by the Company based, in whole or in part, on Buyer's technology, the situation will be as follows:

- a) Each Party shall remain the sole owner of its technology. Technology means all intellectual property, know-how, tools, methods, processes, data, software and information in the possession of one party prior to the start of the collaboration.
- b) Each Party shall be the sole owner of the improvements, modifications, or inventions to its technology.
- c) The results that have been jointly developed, which means developed with a creative contribution from both Parties ("Foreground"), shall be owned jointly when the Foreground belongs to the operating field of the Buyer (i.e. its main usual business at the date of entering the contract). The operating field of the Buyer must be notified to The Company before the collaboration begins and parties must agree in writing on the definition of the Buyer's operating field. The Foreground outside of the operating field of the Buyer shall be the exclusive property of the Company.

10.4 If Parties have agreed in writing on a transfer of IP to the Buyer, the latter shall only occur after the invoiced price has been paid in full.

13. Invoicing and Payment

a. Payment. Buyer shall pay the amounts due to Company identified on each invoice in full and in accordance with the terms specified on each invoice. If no terms are specified on the invoice, default payment terms are 30 calendar days from date of Company's invoice. If Parties have agreed on shipment, the freight charges will be identified on the invoice or invoiced separately and may include shipping, insurance, packing, and handling charges, and Buyer shall pay all such freight charges. Unless agreed otherwise, as custom-built Products and non-standard items are expensive to manufacture and impossible to sell to another entity than Buyer, a prepayment of forty-five percent (45%) of the total PO of such Products will be immediately invoiced to Buyer within twenty-four (24) hours after the PO acceptance. Buyer shall pay all prepayments immediately upon receipt of the invoice. Production of custom-built Products and non-standard items will only commence after the associated prepayment amount has been received, in full, by Company.

b. Invoice Disputes. Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all

such disputes expeditiously and in good faith. Should any dispute arise with respect to any Products or Service delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering Products and/or Services not in dispute, without setoff, defense, or counter-claim.

c. Late Payments. In respect of any invoice which is not paid by the due date, Buyer shall pay a late charge from the due date to the date of actual payment at the rate of eight percent (8%) per annum simple interest, calculated monthly, or the highest rate permissible under applicable law, whichever is greater. Buyer shall reimburse Company for all costs incurred in collecting any late payment, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any Products or Service for any and all POs if Buyer fails to pay any amounts when due.

d. Acceleration. Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.

e. No Partial Payments. Buyer irrevocably agrees that it will not, without Company's prior written consent, make any payments for less than the full amount of the invoice to which said payment applies ("Partial Payments").

f. Sufficient Funds. Buyer represents that it has sufficient funds to timely honor all its payment commitments to Company. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.

g. Bank account. If Buyer selects electronic transfer as the payment method (wiring, SEPA...), Buyer remains solely responsible for transferring the funds by using the correct Company electronic account identifier that can be found on the invoice. Company will not be held responsible for payments transferred using an incorrect account identifier, including in case of fraud or negligence. If the transfer of the funds implies a bank fee, the Buyer will be responsible for paying the entirety of such bank fees.

h. Right to Set Off. Any payment received by Company from Buyer may be applied by Company against any obligation owed by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owed by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff as appropriate and apply such amounts against any sums that are, or will become, due or payable to Company by Buyer under these Terms or any other agreement.

i. Raw Material and Currency Exchange Rate. The cost of specialty raw materials and currency exchange rates being a key element in the cost of the electrotechnics Products from Company, particularly with materials such as, but not limited to, metals or any "rare-earth" materials, quotations may be subject to a revision formula if the market spot price of a raw material or a reference currency fluctuates five percent (5%) or more compared to the spot market price of the same raw material or reference currency on the date of the PO acceptance. The revision formula may create a price increase or a price decrease on the ordered Products. However, this price change will not be applicable to Products with a shipment date within the next thirty (30) calendar days.

14. Financial Condition of Buyer

a. Receipt While Insolvent. If Buyer receives any Products from Company while Buyer is insolvent, Company reserves the right to recall and repossess such Products. This writing and the invoices received from Company relating to such Products shall constitute Company's demand for reclamation of such Products.

b. Right to request prepayment. Company reserves the right to demand partial or full payment before shipment of any Products ordered by Buyer or before performing any Service.

c. Material Adverse Change in Financial Condition. Notwithstanding the stated due date of any obligations, all obligations shall become immediately due and payable, without notice, if Company determines that there is a material adverse change in the global economy, financial condition, or business affairs of Buyer which, in Company's reasonable judgment, will impair Buyer's ability to meet the payment obligations.

d. Verification of Credit References. Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

15. Confidentiality. Any item marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Company. The Confidentiality obligations shall last during the whole duration of the contractual relationship between the Parties and 10 years after the termination of such relationship.

16. Force majeure

Force Majeure means in relation to any Party any event or circumstance which is beyond the reasonable control of that Party, which that Party could not reasonably be expected to have taken into account when entering into the contractual relationship with the other and which results in or causes the failure of that Party to perform any or all of its obligations. Shall notably constitute a Force Majeure an event that does not make the performance of the contract totally impossible but only substantially more difficult or more onerous, particularly in the event of fire, strike, accident, illness, pandemic, natural disaster, destruction of installations or equipment, general lack of supplies or of means of transport, delay with or non-performance of the obligations of The Company's suppliers or sub-contractors, computer bugs, currency fluctuation, any technical problems whatsoever and a legal or administrative procedure which delays the fulfilment of one party's obligations. If a Party (the Non-Performing Party) is unable to carry out any of its obligations due to Force Majeure, the relevant obligations of this Party shall be suspended for a period equal to the duration of the circumstance of Force Majeure provided that the Non-Performing Party gives the other Party prompt notice in writing describing the circumstance of Force Majeure.

17. Product changes. Unless agreed otherwise in writing, Company reserves the right to change, without notice, the design, the packaging, the process or the place of manufacturing the Products, as long as the Products remain in conformity with the Specifications agreed by Company and Buyer at the time of ordering.

18. Usage limitation. Buyer agrees (i) not to sell, use, or manipulate the Products in any manner or operating conditions contrary to the manner or operating conditions in which the Products are intended to be used, (ii) not directly or indirectly reverse engineer, disassemble, unroll, defeat, bypass, copy, or otherwise circumvent any software or hardware mechanisms in, or used in conjunction with, the Products including without limitation any such mechanism used to restrict, configure, or control the functionality or performances of the Products, or to derive the source code of an underlying algorithm. Furthermore, unless agreed in writing, Buyer acknowledges and agrees that the Products from Company are not intended to be used in medical applications involving implementation in the human body and Company has neither sought, nor received, approval from any official administration for the use of these products in such applications.

19. No right to resell. Except as agreed to by Company in a separate distribution agreement, Buyer agrees that Products are solely provided to Buyer for integration into the Buyer's own products. Buyer shall not (i) resell the Products "as is" or with only minor modifications, (ii) present or market the Products as its own Products, (iii) remove from the Products any indication that the original inventor, designer, or manufacturer of the Products is the Company.

20. Buyer-Supplied Data. To the extent that Company has relied upon any data or information supplied by Buyer to Company (“Data”) in the selection or design of the Products and the preparation of Buyer’s quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such inadequacy or inaccuracy shall be null and void.

21. Non-solicitation. The Buyer agrees not to hire, solicit nor attempt to solicit the services of any employee, former employee, or subcontractor of the Company, without the prior written consent of the Company. In event of a breach of this obligation, the Buyer shall pay to the Company a minimum indemnification of five years salary of the hired person (gross salary including all employers’ charges in case of hiring of an employee and a lump-sum of 300.000€ in case of hiring of a sub-contractor), without prejudice to any other damages or remedies the Company may require at law or equity.

22. Relationship of the parties. Nothing in this Agreement creates an employment, partnership, joint venture, distributor, importer, representative, or agency relationship between Company and Buyer, including that of franchisee/franchisor. No party will have any power of authority to enter into commitment on behalf of the other party on any matter.

23. Compliance with Laws. Compliance with any local governmental laws or regulations relating to location, use, or operation of the Products, or its use in conjunction with other Products, will be the sole responsibility of Buyer.

24. Setoff. Buyer does not have the right to setoff or to back charge against any amounts which become payable to Company under this Agreement.

25. Export Control. Buyer agrees not to disclose or export, either directly or indirectly, any Company technology, Products, or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology, Products, or information, in connection with the design, production or use of chemical, biological or nuclear weapons.

26. Assignment. Buyer will not assign or transfer any right under these Terms without the prior written consent of Company, and such consent will not be unreasonably withheld.

27. No Waiver. No waiver by Company of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed to operate, as a waiver thereof.

28. Governing Law and Jurisdiction. The contractual relationship between the Parties shall be governed and construed in all respects in accordance with the substantive laws of Belgium. Parties shall first try to solve any dispute arising out of or in relation with these GTC and the contractual relationship between them by mediation. Should the mediation not be successful within two months from the first letter notifying the wish of a Party to start mediation, the Courts of Mons (Belgium) shall have sole jurisdiction.

29. No Reference Required. Buyer and Company agree that each PO shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. These Terms shall govern an order regardless of whether or not this document is attached to or referenced in the PO. In the event of a conflict between these Terms and any terms and conditions of an PO, these Terms shall prevail and govern the order.

30. Severability. If any of the terms herein is considered void for any reason, it shall be severed without affecting the validity of the remaining terms.

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