

General Terms and Conditions

Version September 2024

1 Scope of validity

- 1.1 The following general terms and conditions (GTC) shall exclusively apply for all the deliveries and services as well as all the rights and duties arising thereof, provided by the company CTRL engineering BV (in the following „CTRL“) towards other companies (in the following „contractual partner“).
- 1.2 Opposing or deviating terms of the contractual partner shall only then become part of the contract, if CTRL explicitly accepts them in writing. The GTC of CTRL are applicable even if CTRL unconditionally performs deliveries and services despite knowledge of the contractual partner's opposing or deviating conditions.
- 1.3 The GTC of CTRL apply for all current and future business transactions with the contractual partner, even if no explicit reference is made thereto.
- 1.4 The current and for the contractual relationship valid version of the GTC is available for download at www.ctrlengineering.eu. The English version is the applicable original version. Other language versions only have informative character.
- 1.5 CTRL is entitled to change the GTC. The changed GTC are also applicable for ongoing contractual relationships and will be provided on CTRL's website (or send to the contractual partner, if so requested).

2 Offer and conclusion of a contract

- 2.1 Offers provided by CTRL are not binding towards the contractual partner, unless specifically stated as binding.
- 2.2 A contractual relationship is concluded between CTRL and the contractual partner, if after receipt of a signed purchase order or a signed mandate CTRL issued a signed order confirmation or actually started performing its services.

3 Quotes

- 3.1 CTRL's quotes are provided for a consideration and according to CTRL's best expert knowledge. No warranty is assumed for its correctness. If the cost should increase by less than 10% after placement of the order, then these costs will be billed to the contractual partner without separate notification. If the cost increase by more than 10%, then CTRL is obligated to notify the contractual partner immediately.
- 3.2 Potential changes to the order or additional orders will be billed at adequate prices, unless agreed upon differently.

4 Confidentiality

- 4.1 Contractual partner irrevocably undertakes herewith to be bound to secrecy about all the data, business and / or company secrets, perceptions and other information respectively provided knowhow, like in particular technical, scientific, financial and economic information and materials, designs, works of all kind (independent of the fact if they underly copyright protection or not), signs, inventions, samples, tests, analysis, analysis procedures, studies, test results, research results, research perceptions, designs, samples, plans, technical specifications, formulas, workflows, calculations, testing procedures or other documentations (in the following referred to as („confidential information“) made accessible and/or made available to him by CTRL or became aware of in connection with or based on a contractual relationship with CTRL, and without CTRL's consent will not make it available to third parties in any way. Therefore, contractual partner is obligated to take all the necessary precautions to ensure that third parties do not gain knowledge thereof.
- 4.2 Content and concept of the offers provided by CTRL remain CTRL's sole property, who also holds the exclusive right to use. If no contract is entered into with CTRL, then all the project documents, drafts and other data carriers as well as any copies made thereof are to be returned to CTRL or destroyed respectively if electronic data are concerned, deleted. Also, if a contract is entered into, contractual partner may not without the written consent of CTRL neither copy nor make available to third parties the offer and any other potential project documents.

4.3 All the recordings, documents, drafts and other documents (confidential information) which are transmitted to the contractual partner in any form, remain in the exclusive property of the transmitting party, who alone holds the exclusive right to use, unless opposed by third party's rights. They are to be treated as confidential by the receiving party and to be used only for the performance of the contract. Contractual partner is particularly prohibited from using the confidential information in his own name and on his own or third party account for economic, business or scientific purposes, unless agreed upon with CTRL in writing to the contrary.

4.4 Contractual partner is consequently only permitted to pass the information learned in the way described above on a „need to know“ basis and only in connection with the concluded contract. Contractual partner warrants that his employees, who have access to these documents and other information, will be bound to secrecy as far as this aspect is not already considered in the employment contract. In the event that a third party is engaged, then also this party must be bound according to the secrecy stipulations.

4.5 The confidentiality obligation remains in force for three years after termination of the contractual relationship with CTRL and independent of a business relationship.

4.6 For each violation of the obligations cited in numbers 4.1 et seq. the contractual partner will pay a contractual penalty in the amount of Euro 10.000,-. The right of CTRL to claim further and additional damages as well as its right to claim injunctive relief remains unaffected. The right of the damaged contractual partner to make claims of any kind is explicitly excluded.

4.7 On the other hand, CTRL shall not pass on the content and the concept of the offer to third parties. If CTRL engages third parties with the performance of services of the contract, then it will transfer the confidentiality obligation upon those parties.

5 Content of the contract and performance of the contract

5.1 Upon issuance of a written purchase order confirmation, the content and extend of the contract is exclusively determined by the written agreement of the parties unless agreed upon in writing to the contrary. Statements in brochures, catalogues and other sales material are only binding upon CTRL, if the purchase order confirmation explicitly refers to it.

5.2 Changes and amendments of the contract are only valid, if CTRL consents explicitly in writing. If based upon such changes or upon circumstances that CTRL was not aware of at the time of issuing the purchase order confirmation, additional cost arise, the contractual partner will be charged separately.

5.3 If the creation and delivery of software constitutes the purpose of this agreement, then the content and the extend of the contract is the description of services as signed by both parties. The delivery includes the program code performable on the defined systems as well as a program description. The rights to the program and to the documentation remain entirely with CTRL, unless agreed upon differently in writing.

5.4 The contractual partner must provide CTRL entirely with all the relevant technical data (for instance drawings, models, etc.) and other information necessary for the performance of the services at his cost and obtain any applicable consents of third parties. Should any changes apply during the course of performance of the contract, then the customer is obligated to inform CTRL immediately.

5.5 CTRL is not obligated to examine the data, information or other services provided by the contractual partner for completeness and correctness and shall not be liable for damages following faulty or incomplete information provided by the customer.

5.6 After provision of the contractual services the documents provided are to be returned to the contractual partner.

5.7 All communications from the contractual partner to CTRL must be made in writing.

5.8 The contractual partner has to inform CTRL about a change in his name or address immediately. If no notification of change is provided, all documents are considered served

upon the contractual partner, if they were sent to the last mailing address provided by him. Address inquiries in connection with invoices will not postpone their due date.

- 5.9 After prior notification of the contractual partner, CTRL is entitled to commission third parties with the execution of the contract or individual contractual services in their own name and on their own cost but must ensure that the contractual partner's interest is not impaired. CTRL shall be liable for the commissioned third party as well as for its own.

6 Prices and terms of payment

- 6.1 CTRL prices are provided in EURO, with the legal VAT tax to be added accordingly in the applicable amount to the invoice.
- 6.2 Partial billing is permitted for partial services.
- 6.3 Upholding the agreed upon prices requires that the basis for the agreement remains unchanged and can be provided without obstruction from the contractual partner. Subsequent extensions and changes, which cause additional cost, will be charged to the customer additionally.
- 6.4 Payment shall be made within 30 days of the invoice date without deductions.
- 6.5 Should the contractual partner be in arrear with payment or if payment orders cannot be executed, then all of the claims of CTRL against the contractual partner are immediately due without additional reminder at the end of the agreed upon deadline (loan default). If an agreement was made for partial payments, loan default applies if only one partial payment was late or not received in its full amount. Upon loan default the entire still unpaid remaining amount is immediately due for payment.
- 6.6 Upon loan default CTRL has the right to take the goods delivered under reservation of ownership in custody without withdrawing from the contract, until the entire invoice is paid in full and all additional costs are covered.
- 6.7 In the event of arrear of payment, CTRL is entitled to claim interest in the amount of 15% p.a. as well as all the cost necessary for the appropriate legal prosecution.
- 6.8 CTRL reserves the right to claim damages caused by delay-independent of the contractual partner's fault.
- 6.9 Objections against the amount of the invoice are to be raised against the contractual partner within 30 days of the invoice date, otherwise the invoiced amount is considered accepted.
- 6.10 The contractual partner is not entitled, to retain or reduce payment on the basis of alleged claims against CTRL.

7 Retention of ownership

- 7.1 CTRL reserves its right of ownership to the delivered products up until payment of all invoices for the business relationship with the contractual is made in full. The contractual partner is obligated to provide all legal measures for the securing and protection of CTRL's property; in particular encumbrance, assignment of securities or other exploitation is prohibited.
- 7.2 The contractual partner undertakes to insure the goods received from CTRL adequately, in particular against theft, vandalism, fire and water.
- 7.3 In the event that the contractual goods get damaged or destroyed, the contractual partner herewith assigns his rights and claims against the damaging party and its insurance companies or the claim he has against his own insurance company to CTRL, to ensure their rights. CTRL herewith accepts the assignment. After conclusion of the contractual relationship CTRL undertakes to transfer the assigned claims back again.
- 7.4 Upon reclaiming of goods, withdrawal from the contract by CTRL as well as after setting a deadline and fruitless expiration thereof, CTRL shall be entitled to use such reclaimed goods. The contractual partner will be credited with the amount resulting from such use. The credited amounts will be calculated with CTRL's claims.
- 7.5 Any standard software that was also delivered is subject to the corresponding licensing agreements, the contractual partner entered into with the individual software producer or a third-party supplier.

8. Delivery, acceptance and default

- 8.1 Delivery dates are understood as approximate points in time for the provision and handover to the contractual partner

and shall be abided by as far as possible. They are nevertheless nonbinding, unless they were explicitly agreed to be binding.

- 8.2 Withdrawal from the contract by the contractual partner because of delay in delivery is only possible after setting an appropriate—a minimum of 4 weeks—grace period. Withdrawals must be made by registered mail. The right to withdraw only applies to the defaulted delivery or service portion.
- 8.3 If binding delivery dates are stipulated in writing in an individual case, then the contractual partner is entitled to withdraw from the contract, if such binding dates are not met, excluding any further claims.
- 8.4 Minor excess of the time limit has to be accepted by the contractual partner, without having a right to withdrawal or to claim damages.
- 8.5 Circumstances which make the realization or the delivery of the goods impossibly or significantly complicate the same – which also includes subsequently incurred difficulties in obtaining raw materials, as well as all cases of force majeure of any kind, interruption of business operation, strikes, traffic disturbances and the same – release from the deliver duty.
- 8.6 We are entitled to provide partial deliveries, unless such deliveries do not fall below a reasonable minimum amount.
- 8.7 Should the contractual partner experience a damage due to a delay in delivery caused by CTRL, then the contractual partner can only request damage in the amount of 5 percent of the value of the affected portion of the entire delivery. Additional claims based on default in delivery, in particular claims for damages, are excluded according to section 13 (liability) below.
- 8.8 The contractual partner is obligated to accept the deliveries and services provided by CTRL. Upon partial deliveries according partial acceptances are permissible.
- 8.9 Delivered products are to be accepted by the contractual partner, even if they show minor shortcomings.
- 8.10 Services and service provisions are considered accepted upon their actual provision.
- 8.11 Should the contractual partner determine any defects after acceptance, then he is entitled to have them corrected by CTRL under warranty services.

9 Intellectual property rights

- 9.1 Knowhow, ideas, inventions and patents that existed and was introduced during the development of the individual contractual service or developed during the performance of the contractual service, remains the exclusive intellectual property of CTRL.
- 9.2 Apart from the previous stipulations, the contractual partner shall, upon fulfillment of his financial obligations arising out of this contract, receive the following nonexclusive, gratuitous permissions to use the work according to the following types of exploitation, whereby the right of adaption shall not be granted: a) to use all the relevant ideas, knowhow and inventions of CTRL according to section 9.1., independent of the fact if they are patented or not, for the fulfillment of the contractual purpose, however not for any other purposes; b) to use the relevant results, paperwork and documentation of CTRL, whereby the contractual partner is obligated to treat all the project documentation provided by CTRL strictly confidential; c) to duplicate the relevant paperwork necessary for the fulfillment of the contract for its own and personal purposes.
- 9.3 Apart from the previous stipulations CTRL does not assume any liability for settlements or agreements that concern (also) products other than the ones sold and distributed by CTRL. In any case, CTRL shall not assume any liability for any direct or indirect damage caused by an infringement of law; process or other trial costs of the contractual partner and / or potential compensations granted to third parties for the violation of protection rights.
- 9.4 The contractual partner shall indemnify and hold CTRL harmless in the event of violation of third party's protection rights with regard to: (i) contractual items that were exclusively made on the basis of drawings, plans or other stipulations provided by the contractual partner; (ii) contractual items that were planned by CTRL but produced by a third party; components, parts, and similar items that were provided to CTRL by the contractual partner; (iii) claims arising from the installation, use, the development or changes of the contractual product by the contractual partner or by a party authorized by the customer.

- 9.5 Upon creation and delivery of software CTRL grants the contractual partner a non transferable, nonexclusive permission to use the contractual software for the purpose of its company, unless explicitly agreed upon differently. Furthermore, the contractual partner is entitled to reproduce the printed or machine readable parts of the software to the extend necessary for the contractually agreed upon use.
- 9.6 The contractual partner undertakes to abide by the licensing conditions applicable for the supplied third party's software and applicable terms of use, like for instance for „shareware“ or „Public Domain“, and to refrain from any passing on or duplication of the software. The contractual partner shall indemnify and keep CTRL harmless in the event of violations.

10 Warranty

- 10.1 The warranty term is 12 months; for software 6 months from acceptance.
- 10.2 The existence of a defect must be proven by the contractual partner.
- 10.3 The contractual partner undertakes to examine the contractual goods immediately upon receipt to determine any defect and to notify CTRL in detail of any defects in writing within fifteen workdays. Any defects detected at a later point in time must also be notified in the described form within fifteen workdays from detection. Should the contractual partner not abide by the described examination and notification duty, then all his claims based on warranty, damages caused by the defect as well as mistake regarding the non defectiveness of the item are forfeited.
- 10.4 As far as CTRL is responsible for the defect, they will in their own discretion improve it either by rework or exchange. Cancellation of contract and reduction of price are excluded. For the delivery and provision of software, the warranty is reduced to reproducible (continuously repeatable) defects in the program function.
- 10.5 Any additional warranty claims of the customer in excess of those described herein are excluded, in particular claims for damages, which incurred in goods other than the contractual product. This does not apply in cases of intent, gross negligence or lack of stipulated conditions, which by law require mandatory liability.
- 10.6 Should CTRL remedy defects after the termination period or provide other services, then such efforts will be charged according to the then current CTRL pricelist.
- 10.7 No warranty claim is accepted for: (i) improper, unsuitable or inappropriate use or handling, (ii) mounting or startup by the contractual partner or a third party, (iii) non observance of installation requirements, operation and maintenance conditions, (iv) general wear and excessive use, (v) usage of inapt operation material and handling by the contractual partner with products of different origin, (vi) violation of third party's protection rights, that occur if CTRL produces and delivers according to drawings and stipulations provided by the customer.
- 10.8 For the production and delivery of software no additional warranty cases apply apart from the ones described above, if: (i) the contractual partner or a third party authorized by him makes changes, amendments or other interventions to the program, (ii) the software was contaminated with a virus at the contractual partner, (iii) For software downloaded by the contractual partner independently („Public Domain“ or „Shareware“) or (iv) when using inadequate data carriers.
- 10.9 In addition, CTRL does not provide warranty: (i) that the delivered software fulfills all the requirements of the contractual partners (unless this was explicitly stipulated in the contract), (ii) that the programs run continuously and free of defects, (iii) that the software is compatible with other programs of the contractual partner, or (iv) that all bugs in the software can be eliminated.

11 Assignment of rights and duties, transfer of rights

- 11.1 The transfer of rights and duties arising out of this contract from the contractual partner to a third party requires CTRL's explicit prior written consent. This also applies for any other granting of right, like for instance the issuance of a license as well as any other actual or legal disposal concerning the contract in its entirety or in parts.
- 11.2 All rights and duties arising out of this contract will pass over to the corresponding successor. Unless this should not be a

universal successor, then each contractual party is obligated to ensure that the rights and duties out of this contract are transfer to the successor.

12 Liability

- 12.1 CTRL shall only be liable for damages to the delivered products, and then only for intent, gross negligence or culpable breach of fundamental contractual obligations, not however for any damages which were caused by slight negligence of CTRL or its assistants. Other or further reaching claims of the contractual partner, in particular loss of profit, lost savings, consequential damage, economic loss, loss of interest and from damages resulting from third party claims, also on the basis of product liability against CTRL are expressly excluded; this limitation of liability does not apply for consumers.
- 12.2 Damages are limited in their amount with three times the amount of the order value (however a maximum amount EUR 10,000,00). The order value is the fee for the delivery of the contractual items.
- 12.3 The liability for personal damages and the mandatory product liability remains unaffected by the above cited liability stipulations.
- 12.4 If liability is limited this also applies to the personal liability of collaborators, employees, representatives and other assistants of CTRL.
- 12.5 Damage claims lapse 6 months from knowledge of damage and tortfeasor. In cases of intentional violation or gross negligent violation of obligations and fraudulent concealment of defects as well as damages claims arising from the product liability act the mandatory statutes of limitations apply

13 Exclusion of setoff

- 13.1 The contractual partner is not entitled to offset with unsettled claims against CTRL, unless CTRL is insolvent or the counterclaim is asserted by court or determined by court.

14 Place of jurisdiction, applicable law, severability clause

- 14.1 Place of jurisdiction for all disputes arising out of or in connection with the contracts with the contractual partner is the competent Court at the corporates seat of CTRL (Bruges).
- 14.2 Belgian law applies. The UN sales convention is excluded.
- 14.3 Should any of the previous conditions be or become invalid, then this shall not affect the validity of the remaining conditions. Such invalid conditions shall be replaced by provisions, which come closest to the economic purpose of the contract, thereby reasonably safeguarding both parties 'interest.
- 14.4 Changes or amendments to the contract require the written form. This also applies for rescinding from the written requirement.