

GENERAL TERMS AND CONDITIONS OF SALE OF EUROPOWER GENERATORS BV

▪ **Article 1. General**

All offers, order confirmations, sales and contracts of EUROPOWER Generators BV, with registered office at 3850 Nieuwerkerken, Belgium, Tegelrijstraat 175 with enterprise number BE 0429.593.895, are governed by the following conditions.

Therein, EUROPOWER Generators BV is referred to as the “**Company**” and the entity placing an order or accepting an offer as the “**Purchaser**”.

The Company deems these conditions to be known and accepted by the Purchaser. The order from the Purchaser serves as acceptance of the general terms and conditions of the Company. Barring special mention, these general terms and conditions are strictly applicable in spite of all indications to the contrary specified on the Purchaser's documents. All deviations from these general terms and conditions are invalid unless these deviations were approved in advance and in writing by the Company. In case of conflicts, the following conditions have precedence. The invalidity of an article or a clause does not imply the invalidity of all the general terms and conditions.

▪ **Article 2. Offers – order confirmations**

All offers drawn up by the Company are without engagement unless explicitly agreed otherwise. All offers can be revoked by the Company until the acceptance of the Purchaser and automatically expire one month after the date stated therein, barring mention of another period on the offer. After this term, the Company has the right to accept or to refuse the order or to change its conditions. Every transferred order commits the Purchaser but only commits the Company following written order confirmation.

▪ **Article 3. Delivery terms**

○ **3.1. Delivery period**

The delivery periods, are, unless expressly accepted otherwise, only obligations of means and do not bind the Company. Delays in the delivery do not justify a cancellation of the order, a breaking of the sale, a reduction of the price or a claim for indemnity of whatever nature.

○ **3.2. Acceptance of delivery**

The Purchaser must make the delivery possible and accept the delivery within the timings set forth by the Company. Non-compliance will entitle the Company to charge the Purchaser the costs for storage. Delivery is according to the Incoterm mentioned in the offer, order or contract and lacking such mention, EXW (latest edition Incoterms).

On delivery, the Purchaser needs to inspect the goods immediately and thoroughly. The Purchaser shall check on delivery whether the delivered goods are free of damage and correspond with those ordered and the signature on the packing list and the delivery note serves as confirmation that there is no discrepancy between the ordered and the delivered goods. Any non – conformity needs to be written on the packing list and the delivery note and needs to be reported within eight days to the Company as specified in article 7. On expiry of this period follows the final and irrefutable acceptance that the delivered goods are in order and free of any visible defects and are the goods deemed to have been accepted.

In case of non – compliant delivery, the Company has the right to replace the delivery or to dissolve the contract without this giving rise to indemnity claims.

○ **3.3. Retention of title**

All the goods the Company supplies, remain its property until the total amount invoiced appears on the credit side of Company's account or on the credit side of an account from a debt collection agency and has been definitively obtained by the Company or the debt collection agency.

As long as the ownership of goods delivered has not been transferred to the Purchaser, he is not allowed to lease, lend, or otherwise grant their use to third parties or to pledge them. The Purchaser will ensure that all the goods delivered are easily identifiable and will inform third parties such as the lessor of the premises where they are installed, regarding the retention of title applicable to them. The Purchaser is not permitted to supply or sell the goods.

In case of late payment the Company will have the right, at its sole discretion, to pursue the payment of unpaid invoices or to take back the goods, at the Purchaser's expense, regardless of where they are located.

In such case, the Company will have the right to demand from the Purchaser the return of all unpaid goods, or any part thereof, and to obtain access to the Purchaser's premises in order to obtain the return of the goods or part thereof. As soon as the Purchaser is informed of the intention of the Company to apply this clause, the Purchaser must inform the Company of their location and is prohibited from moving, selling or making use of them without the prior agreement of the Company.

As long as the Company remains the owner of the goods the Purchaser will immediately notify the Company in writing of any seizure or threat of seizure of the goods or of any other possible claims and will provide the Company with all the information necessary for the preservation of its rights.

The Purchaser will bear all risk relating to unpaid goods from the moment of their delivery to the Purchaser.

The above also applies where the Company has granted payment conditions or terms to the Purchaser.

- **3.4. Partial delivery**

The Company shall be entitled to invoice a partial delivery, which definition includes the delivery under a composite order, and the clauses of article 7 shall apply thereto. In the event of late payment, further deliveries may be suspended until payment is made in full.

- **Article 4. Force majeure**

In case of circumstances of Force Majeure, including but not limited to work stoppages, circumstances beyond one's control, coincidence and/or government measures, the Company shall be dismissed from the obligation of delivery and/or performance. Work stoppages also comprise shortcomings of the Company's suppliers for whatever reason (lack of materials, shipping problems, ...). The Company has the choice between cancelling the contract by operation of law without damages and on the other hand an extension of the period of delivery and/or performance, without the Purchaser being entitled to any claim of compensation.

- **Article 5. Prices**

The price is the price specified on the order confirmation. The indicated prices are quoted in Euro.

The prices specified on the order confirmation are based on current prevailing wages and material prices. If changes occur, the Company reserves the right to adjust the prices (between the date of order confirmation and delivery) according to the evolution of labor and/or material prices and based on the following formula:

$$\text{New price} = P (a \cdot s/S + b \cdot i/I + c)$$

P = price on order confirmation

s = new index for the material

S = index for the material on the date of order confirmation

i = new index for the wage cost according to the collective bargaining agreement applicable

I = index for the wage cost on the date of order confirmation

a and b = coefficient values relating to the share of materials or wages determined in relation to the share of materials and wages in the price of the product, together not exceeding 80% of the price.

c = coefficient value at least equal to 20% of the price, so that the coefficients combined equal 1.

- **Article 6. Liability**

- **6.1. Information**

All information that the Company provides regarding the offered or sold merchandise is notified in good faith. Under no circumstance can the Company be held liable or obliged to pay damages for wrongful information that it communicated regarding the content, the quality, the quantity and the general description of the offered or sold merchandise.

- **6.2. Warranties**

The Company's liability and its warranties are limited to those cases where any of its deliverables would not meet i) the essential requirements under the applicable legislation, ii) accepted specifications and/or iii) the required safety standards under product liability legislation, excluding responsibility and liability in any other case. Furthermore, the Company provides "stand-alone" devices and the Purchaser is solely and entirely responsible for its correct use in case the device is connected to any third party equipment/software/devices.

The Company only warrants the correct functioning of its deliverables as a "stand-alone" device and declines all responsibility and liability after the machine is being connected to any third party any third party equipment/software/devices. Even where third parties warrant the correct functioning of their equipment/software/devices when combined with the Company's deliverables, the Company is in no way bound by such warranties.

In addition, warranty is limited save for death and personal injury arising from negligence to the maximum amount of the total price paid by Purchaser to the Company. Any indirect damage (including but not limited to loss of production, loss of profit or clients, reputational damage...) is expressly excluded.

All warranties are in any case subject to the Purchaser respecting the guidelines regarding use, compatibility, maintenance and safety of the deliverables and no warranty applies in case the deliverables have been altered without prior approval and intervention of the Company.

Lastly, as far as legally possible, the parties expressly confirm the exclusion of all articles of suppletive law of Book 6 of the Belgian Civil Code on all offers, order confirmations, sales or contracts.

- **6.3. Defect**

If, in the opinion of the Company, it would concern a serious (performance) defect or a defect that could possibly be repeated, the Company shall have the right either to organize the complete replacement or repair of all goods and services delivered within the framework of the order (whereby a new and the same warranty period starts to run) or to cancel the entire order.

- **6.4. Replacement**

By replacement is meant not only the material replacement of that which proves to be defective but also the dismantling, transport and all associated costs (customs, taxes, etc), assembly, and re-commissioning necessary in the context of replacement.

- **Article 7. Complaints**

Possible complaints, marks, disputes and protests regarding the goods are only admissible in writing and by registered letter within eight days after delivery. After this period of eight days, the Purchaser is deemed to accept the delivered goods and complaints will no longer be accepted. Following the coming into operation, processing, adaptation or delivery to third parties of all or part of the delivery, the Company shall accept no more complaints. Goods cannot be returned without prior consent. In case the Company does not agree with a return of goods but decides to accept the goods, this is always the subject to all rights and for the account of the Purchaser. The goods will be stored by the Company for the Purchaser's account and risk. All complaints regarding an invoice are only admissible when in writing and by registered letter within eight days after the invoice date. On expiry of this period, the Purchaser is deemed to have accepted this invoice.

Each complaint for non – conformity is in any case limited to the amount of the invoice for the goods concerned and excluded any form of compensation.

▪ **Article 8. Payment**

By operation of law, all invoices are payable in cash immediately following receipt of the invoice, unless explicitly agreed otherwise, to the bank account of the Company.

With regards to the payment, the Company applies a specific and product or service based instalment payment plan, unless explicitly otherwise agreed upon in writing by the Company, which is accepted by and shall be respected by the Purchaser as follows:

- **PROJECT ENGINEERING ORDERS** (*i.e. project engineering cost prior to production*):
 - An initial **20%** instalment shall be paid by the Purchaser on project engineering order confirmation by the Company;
 - A second **20%** instalment shall be paid by the Purchaser on sign-off of final design of the prototype;
 - A third **20%** instalment shall be paid by the Purchaser on sign-off of the proof of concept;
 - A final **40%** instalment shall be paid by the Purchaser on sign-off of the bill of material and supplier selection;
- **PRODUCTION ORDERS** (*i.e. production of gen sets*):
 - An initial **30%** instalment shall be paid by the Purchaser on order confirmation by the Company;
 - A final **70%** instalment shall be paid by the Purchaser:
 - As a condition for shipment; or
 - (subject to Company's prior written approval of Purchaser's credit insurance) within thirty (30) days after invoice date (upon shipment);
- **STOCK ORDERS AND SERVICES** (*i.e. spare parts, inverters, stock generic sets, (repairing or maintenance) services*):
 - Shall be paid **in full (100%)** by the Purchaser within thirty (30) days after invoice date (upon shipment);

Should the instalment payment plan not (partially or fully) be respected by the Purchaser, then the Company has the right to suspend all phases of the production and/or delivery process, excluding any right for the Purchaser to claim a reduction of the price or a claim for indemnity of whatever nature to claim.

In case of the non – payment of the invoice on the due date(s) of the instalment plans), the invoice amount shall be increased by fixed damages of 15 % of the invoice amount with a minimum of € 150 per invoice, which corresponds with the damage incurred by the Company following the late payment and administrative costs. In any case, the Company retains the right to claim higher damages if it can prove it. Moreover, an interest of 12 % a year shall be owed without requiring a summons. The principal amount, damages and interest are claimable by operation of law without requiring any proof of default. The non – payment on the due date of one single invoice makes the owed balance of all the other invoices, even of the non – expired invoices, immediately due and payable by operation of law. The default of payment on its due date of a single invoice entitles the Company to terminate forthwith all ongoing contracts. When the Purchaser fails to perform his obligations, the sale can be dissolved by operation of law and without notice of default by a registered letter. In function of the circumstances and in particular when the Company ascertains a deterioration in the Purchaser's solvency, The Company is entitled to claim all necessary financial guarantees to ensure the integral execution of his contractual obligations. This claim can be made before or after the delivery or at any moment during the execution of the contract. If the required guarantees are not provided by the Purchaser, the Company shall be entitled to suspend his obligations and to invoke the termination of the whole or part of the contract. When the trust of the Company in the creditworthiness of the Purchaser is tarnished by occurrences, which cast doubt over the trust in the smooth performance of the obligations in question entered into by the Purchaser and/or render them impossible, the Company retains the right, even if the goods were already wholly or partly shipped, to suspend the whole order or a part of the order and to demand appropriate guarantees from the Purchaser. If the Purchaser refuses to go into this, the Company retains the right to cancel the whole order or a part of the order without prejudice to its right to damages and interest.

▪ **Article 9. Service**

The Company offers a ten years' maintenance and repairing service concerning the delivered goods which means that the delivered goods will stay in workable condition during this period for as far as normal life expectations are not exceeded. The Company agrees to this service guarantee by means of the possible delivery of spare parts, replacement parts or full replacement of a product which is identical in the sense of functionality, on condition that the delivered goods aren't subject to transformations or replacements which can influence the functionality of the goods or any other part or system that is directly or indirectly connected to the goods.

▪ **Article 10. Intellectual property rights**

Any rights, title and interest in patents, trademarks, trade and business names (including service marks), design rights, utility models, copyright, database rights, know how (including trade secrets and confidential information) and any other industrial or commercial monopoly right whether presently existing, applied for or in relation to which there is a right to apply for registration and any analogous rights under any other jurisdiction, shall remain the sole property of the Company.

▪ **Article 11. Applicable law and disputes**

All offers, order confirmations, sales and contracts of the Company shall be governed by Belgian law. The applicability of the provisions of the United Nations Convention on Contracts for the Sale of Goods (the Vienna Sales Convention) is excluded.

In the event of disputes, only the courts and tribunals in whose jurisdiction the Company's registered office is located shall have jurisdiction.

Last update: February 2025