

## General Terms & Conditions of Sale

### Art. 1. General

1.1. The companies listed below are users of the present general terms and conditions of sale (hereinafter each individually or collectively referred to as "Harol"):

- Public limited company NV HAROL BELGIË, with registered office at Industriepark 3 in 3290 Diest, Belgium, registered with the Legal Persons Register of Leuven as number 0431.100.167 and with VAT number BE 0431.100.167.
- Public limited company NV HAROL CONSYST, with registered office at Industriepark 3 in 3290 Diest, Belgium, registered with the Legal Persons Register of Leuven as number 0429.933.001, and with VAT number BE 0429.933.001.
- Private limited company (under Dutch law) HAROL NEDERLAND, with registered office at Industriepark 3 in 3290 Diest, Belgium, registered with the Chamber of Commerce as number 20-068872-000 and with VAT number NL 8016.16.475.B01.
- Private limited company (under French law) HAROL FRANCE, with registered office at 62 Rue de Lille in 59710 Avelin, France, with SIREN number 341056646 and VAT number FR79.341.056.646.

1.2. In the present general terms and conditions of sale, the term co-contracting party (hereinafter referred to as "Co-contracting Party") means any (legal) person to whom Harol addresses its offers or quotes, that places an order with Harol and/or with whom Harol has any kind of legal relationship.

1.3. Harol and the Co-contracting Party shall each be separately referred to as "party" and jointly as "parties".

### Art. 2. Scope of application

2.1. The present general terms and conditions of sale were made available to the Co-contracting Party prior to the conclusion of an agreement, and the Co-contracting Party hereby affirms having read and accepted them. The present general terms and conditions of sale apply to all offers/quotes raised by Harol, to all agreements concluded with Harol and to all advice, written or verbal instructions, directions or information provided by Harol. The general terms and conditions of sale do not apply to the relationship between the Co-contracting Party and end users. Derogations from the present general terms and conditions of sale shall apply only with the prior written consent of Harol.

2.2 The legal relationship between the Co-contracting Party and Harol and everything connected therewith shall exclusively be subject to the following standards: (in descending order of precedence, with the next applying in the absence or silence of the previous) (i) the written agreement signed by both parties; (ii) the order confirmation issued by Harol; (iii) the quote accepted by Harol; (iv) the user manual/documentation/product sheets/warranty cards/installation instructions supplied with the goods; (v) the present general terms and conditions of sale; (v) Belgian law.

2.3. General terms and conditions of sale and/or other terms and conditions of the Co-contracting Party are expressly excluded and declined, even if they were to set out that they alone apply. Where Harol has approved the (purchasing) terms and conditions of the Co-contracting Party in writing, the present general terms and conditions of sale shall continue to apply in addition thereto, whereby the respective derogations accepted in writing shall be valid only for the agreement to which they relate and may not be invoked in any other, even similar, agreements.

2.4. The possible nullity of one of the clauses of the present general terms and conditions of sale or part of a clause shall not affect the applicability of the other clauses and/or the rest of that clause. In the event of nullity of one of the clauses, Harol and the Co-contracting Party shall, insofar as possible and according to their loyalty and conviction, negotiate to replace the null and void clause with an equivalent clause that is in keeping with the general spirit of the present general terms and conditions of sale. Where the parties fail to reach agreement, the court of competent jurisdiction may moderate the invalid clause to what is (legally) permissible.

2.5. Even the repeated non-application of one of the rights Harol enjoys under the general terms and conditions of sale or the law shall on no account be construed as a waiver or relinquishment of rights by Harol. The Co-contracting Party shall not derive any rights from a possible non-application nor shall any such non-application prevent Harol from exercising the right(s) concerned at a later date. Any waiver of a right on the part of Harol must be expressly made in writing. Even where, in a specific situation, Harol waived (the application of) a right, said waiver shall not give rise to rights to the Co-contracting Party in other (even similar) cases.

2.6. Harol shall be within its rights to amend the present general terms and conditions of sale at any time. Where such amendments relate to the price or other material elements of the agreement, in all cases said amendments shall be implemented subject to objective justification. At all times, any amendments shall be communicated to the Co-contracting Party in advance. Failing objection thereto by the Co-contracting Party within forty-eight hours (48 hours), the amendments shall be deemed to have been accepted.

2.7. Unless otherwise agreed in writing between the parties, the Co-contracting Party shall not be entitled to transfer the rights and obligations arising from the agreement to a third party.

2.8. The parties hereby affirm they have negotiated and that the balance thus achieved between the rights and obligations as set out in the agreement and the present general terms and conditions of sale is expressly desired

by them. The agreement and the general terms and conditions of sale are balanced for the parties and the balance thus achieved has played a part in determining the price and other terms.

2.9. Where the general terms and conditions of sale were made available in a language other than Dutch, the Dutch version of the general terms and conditions shall prevail in the event of any inconsistencies or lack of clarity.

### **Art. 3. Specific requirements incumbent on the Co-contracting Party**

The Co-contracting Party hereby undertakes to acquire and master the technical skills required and to make sure the Harol products are fitted over at the end user's premises in accordance with the instructions and the technical specifications set out in the documentation/product sheets accompanying the goods supplied. Where the Co-contracting Party calls on the services of a sub-contractor, at a minimum it shall impose the same obligation on its sub-contractor.

### **Art. 4. Quotes**

4.1. Quotes are not binding and are valid for thirty (30) calendar days, unless stated otherwise in the quote or in any other agreement to the contrary. Quotes are non-binding and are merely an invitation to the Co-contracting Party to place an order. Harol may withdraw any given quote at any time. The agreement between Harol and the Co-contracting Party shall be formed only once the written agreement has been signed or the order confirmation from Harol has been received by the Co-contracting Party or when Harol commences the performance of the agreement. Only the price shown in an order confirmation sent by Harol is valid.

4.2. The content of catalogues, folders or other printed materials shall not be binding on Harol unless expressly referred to by Harol in a quote or agreement.

4.3. All quotes and agreements from and with Harol are based on their performance under normal conditions.

### **Art. 5. Orders**

5.1. Orders must be entered in writing by the Co-contracting Party, stated clearly and in full. Harol shall be bound by the order only after it has sent the Co-contracting Party written confirmation thereof by way of an order confirmation which shall act to form the agreement with the Co-contracting Party. The Co-contracting Party shall be responsible for checking the order confirmation to make sure its content is correct. Failing notice to the contrary from the Co-contracting Party within 24 hours after the order confirmation was dispatched, the order shall go into production. The Co-contracting Party shall be required to pay Harol 25% of the value of the order if it cancels the order before the order went into production. Once Harol has started on the production of the ordered goods, the order can no longer be cancelled, and the fee specified in art. 12. shall be payable.

5.2. All dimensions, quantities and/or other information associated with the performance of the agreement that are supplied to Harol by the Co-contracting Party are at the latter's risk and for its account.

5.3. Once Harol has started on the production of the ordered goods, a supplement shall be charged for any changes to the order, insofar as still possible (in compliance with the price list in place at that point in time). If changes to the order are no longer possible, this shall not affect the formation of the agreement, which shall remain in full force and effect.

### **Art. 6. Prices**

6.1. The goods are billed at the price as applicable on the order confirmation date.

6.2. These prices are in euro and unless expressly stated otherwise, exclusive of VAT, import duties or other levies imposed by the government or recognised bodies, transport costs (except as set out in art. 9), insurance costs and assembly costs. In all cases, all of the above duties, levies and costs are payable by the Co-contracting Party.

6.3. Costs for loading and unloading, the storage and transport of materials, models, tools or other items supplied to the Co-contracting Party are not included in the price - unless expressly decided otherwise by Harol - and may be billed separately to the Co-contracting Party.

6.4. Unless expressly specified otherwise by Harol, the costs of calculation and the associated work for goods to be supplied are not included in the price and may be billed to the Co-contracting Party, as well as the costs for drawings, designs, models, measurements etc. incurred in the quote phase.

6.5. Where a product, item or service is not featured in the price list, the price communicated by Harol shall apply. Harol shall be within its rights to make changes to its prices subject to objective justification.

6.6. In all cases where the value of the agreement or the order is below the defined minimum order amount, Harol shall be within its rights to bill administration costs, postage and/or shipping costs (see also Article 9).

6.7. Currency fluctuations, increases in prices of materials, auxiliary materials and raw materials, wages, salaries, social security costs, government-imposed costs, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums, occurring between the time of order confirmation and the definitive delivery of the goods and/or services, shall entitle Harol to proportionally increase the agreed price. At all times, Harol shall inform the Co-contracting Party in advance in writing.

### **Art. 7. Terms of payment**

7.1. All invoices are payable at the billing address.

7.2. Unless otherwise agreed, payment must be transacted without netting and without any discount and/or deduction that has not been accepted and agreed to by Harol, by bank transfer into Harol's account within thirty (30) calendar days of the invoice date. Any derogation from these terms must be defined and confirmed by Harol in writing.

7.3. Payments must be transacted in euro. The payment date shall be the date on which the bank credits the payment to Harol or on which Harol has received the amount payable in cash.

7.4. Harol shall be within its rights to require advance payment of all or part of the order amount or to demand a suitable bank guarantee before performing its part of the agreement.

7.5. The Co-contracting Party hereby undertakes, on first request and to Harol's satisfaction, to provide surety for the performance of all its obligations arising from the agreement.

7.6. In the event of full or partial non-payment within the permitted payment period, by operation of law a default interest of one and a half percent (1.5%) per month shall be payable without prior notice of default. The interest shall be due from the invoice date, whereby each month started shall be considered a full month; (ii) a flat rate sum in compensation of fifteen percent (15%) over the invoice amount with a minimum of two hundred and fifty euros (€250). This shall be without prejudice to any other rights or legal remedies open to Harol in order to obtain full compensation for the costs incurred and the loss sustained; (iii) the Co-contracting Party shall be liable for all judicial and extrajudicial recovery costs.

7.7. Acceptance of partial payment shall be subject to all reservations and shall be allocated in the order sequence detailed below: (i) recovery costs; (ii) damages; (iii) interests; (iv) the principal amounts last fallen due.

7.8. Harol shall be within its rights, without recourse to the courts, to postpone the fulfilment of its obligations to the Co-contracting Party under an agreement, to terminate an agreement entered into with the Co-contracting Party with immediate effect, to demand immediate payment of all outstanding claims (including those not yet due) or to refuse to perform the agreement, notwithstanding a previous agreement - without prejudice to any other legal remedies Harol may apply - where an invoice has not been paid (in full) by the due date or where the Co-contracting Party refuses to provide the surety requested and said non-payment or non-compliance is not remedied further to receiving a written notice of default in which the Co-contracting Party is requested to remedy or terminate the breach within fifteen (15) calendar days from the date of the notice of default.

7.9. Protests against the invoice must be entered in writing, by letter sent by recorded delivery, stating reasons, within 7 calendar days of the invoice date and specifying the invoice number and date. Where one of these conditions fails to be met, the protest shall be considered as non-existent and the invoice shall be deemed to have been definitively accepted without Harol being under obligation to reply to the protest.

7.10. At any point in time and even after the bankruptcy of the Co-contracting Party or any other form of concurrence, insolvency proceedings or the seizure of the Co-contracting Party's assets (as may be the case in the event of bankruptcy, court-ordered restructuring, liquidation, collective debt settlement, etc.), by operation of law set-off shall take place between all Harol's claims against the Co-contracting Party on the one hand and all of the Co-contracting Party's claims against Harol on the other, without prior notice of default or a court decision.

Said set-off shall also apply to all claimable and non-claimable amounts (including breakage fees or other sums in compensation) which become or shall become payable and/or claimable after and/or because of the situation of concurrence, whereby all payment facilities granted shall cease to apply. This set-off is opposable to third parties. In addition, where the mutual claims between Harol and the Co-contracting Party are not liquid, claimable or replaceable, Harol shall be within its rights to liquidate these claims or render them claimable with a view to the off-setting transaction.

As part thereof, albeit not limited thereto, Harol shall be within its rights to dissolve the legal relationship between it and the Co-contracting Party or to otherwise consider the mutual claims claimable for early payment, including in the following cases:

- Bankruptcy of the Co-contracting Party or any other form of concurrence, insolvency proceedings or seizure of the assets of the Co-contracting Party
- Appointment of a trustee/director/agent over the Co-contracting Party
- Default of payment by the Co-contracting Party

Set-off in the mutual relationship between Harol and the Co-contracting Party shall remain possible notwithstanding any transfer by the Co-contracting Party of its claims against Harol.

7.11. The formation of the agreement shall constitute an agreement of transfer of claims.

This means that Harol may notify the debtor of the Co-contracting Party of its claim against the Co-contracting Party by letter sent by recorded delivery in the amount of all sums payable by the Co-contracting Party. The Co-contracting Party shall be under obligation to notify Harol on first request of all details relating to its claims against its debtors as soon as Harol has given notice of its intention to apply the present article.

## **Art. 8. Delivery**

8.1. The delivery times stated shall be indicative and not binding, unless otherwise agreed. The goods shall be invoiced on the day scheduled for delivery or collection. In addition, delivery may be made in parts and be billed accordingly.

8.2. No form of compensation shall be due for delays in delivery, for any reason whatsoever, or constitute grounds for cancellation of the order or the agreement. Accordingly, delayed deliveries shall not relieve the Co-contracting

Party from its obligations to accept or pay for goods. In the event of non-delivery of goods, the advance payments transacted by the Co-contracting Party to Harol shall be refunded by Harol without additional interest or any other form of compensation.

8.3. The Co-contracting Party must state, no later than one (1) working week prior to the delivery, that it is unable to accept the delivery or to collect it on the specified day and place. Where, at the Co-contracting Party's request and with Harol's written consent, delivery is made later than agreed, Harol shall be within its rights to invoice the Co-contracting Party for any transport and storage costs incurred.

Where it was agreed that the goods shall be delivered to the Co-contracting Party by Harol but the Co-contracting Party indicates that it wishes to collect the goods using its own means of transport from the factory in Diest (HAROL BELGIË NV's registered office), no discount, refund or any other form of compensation shall be due from Harol in this regard.

8.4. The Co-contracting Party shall be under obligation to accept the delivery at the appointed delivery address and time or to have the goods collected. Where the Co-contracting Party is remiss in the obligation (such as albeit not confined to refusal to take receipt, the fact that the delivery address cannot physically be reached, closed doors at the Co-contracting Party's premises, failure to collect the goods, etc.), without notifying Harol thereof in timely fashion in compliance with Article 8.3 of the present general terms and conditions of sale, the delivery shall be deemed to have taken place at the time decided by Harol, whereby Harol shall be entitled, without prejudice to its other rights by law and under the terms of the agreement, without such requiring notice of default to be sent, to store the goods at the Co-contracting Party's expense and the Co-contracting Party's risk, or to keep them stored and to bill the Co-contracting Party for the costs associated therewith, without the Co-contracting Party being in a position to refuse payment of said goods by reason of the fact that the delivery did not take place. An additional administrative fee in the amount of two hundred and fifty euros (€250) and the already incurred and future delivery costs shall also be passed on in full to the Co-contracting Party.

8.5. Immediately upon receipt of the goods, the Co-contracting Party is to check the number of parcels and ensure that there is no visible damage to the packaging or the goods. By signing the dispatch note, the Co-contracting Party accepts and agrees to the number of goods/parcels delivered as being a compliant delivery.

8.6. In the event of non-compliant delivery or visible damage to the packaging, the Co-contracting Party is to immediately and in the presence of the carrier record detailed findings with regard to the goods on the dispatch note concerned. This document is to be signed by both the Co-contracting Party and the carrier stating their name, the date and time. The Co-contracting Party is to send Harol a copy of said document, along with a photo of the damage established within eight (8) working days of receipt of the goods. Further to consultation between Harol and the Co-contracting Party, it shall be decided how the damage is to be dealt with. Harol shall not accept complaints regarding non-compliant deliveries and transport damage that do not contain the required information when reported (signed dispatch note with the requested specification of the damage, photo, timely report).

## **Art. 9. Transport**

**9.1. The transport, delivery and transfer of risk of the goods shall be DDP (ICC Incoterms 2020) for deliveries inside the EU and FCA (ICC Incoterms 2020) for deliveries outside the EU, unless otherwise agreed.**

9.2. The transport costs for deliveries of goods in Belgium and Luxembourg are defrayed by Harol, unless otherwise agreed. However, for orders with a net invoice amount of less than €300.00, a €15.00 transport fee is billed.

9.3. The transport costs for deliveries of goods in the Netherlands and France (mainland France) are defrayed by Harol, unless otherwise agreed. However, for orders with a net invoice amount of less than €500.00, a €50.00 transport fee is billed. Where the delivery is a parcel delivery, said fee is €25.00.

9.4. The transport costs for deliveries in other EU Member States or other countries outside the EU shall be established in a separate agreement or in the quote or order confirmation.

## **Art. 10. Complaints**

10.1. Complaints regarding visible flaws and non-compliant products shall be registered and accepted only if reported in writing by the Co-contracting Party using the purpose-provided form within eight (8) working days at the latest after the goods were delivered.

10.2. Complaints regarding non-visible flaws shall be registered and accepted only if reported in writing by the Co-contracting Party using the purpose-provided form within eight (8) working days after the Co-contracting Party discovered the flaw or should have reasonably been able to discover the flaw. On no account shall non-visible flaws be accepted beyond the expiry of the applicable warranty period and only insofar as the Co-contracting Party has kept the delivered goods in a sheltered place, with due care and in accordance with any additional warranty terms as may apply.

10.3. Returns resulting from any reported complaints in accordance with 10.1 or 10.2 shall be accepted only with Harol's prior written consent. Any returns should be sent to Harol in sound packaging, unused and in undamaged condition.

10.4. All subsequent deliveries resulting from a complaint shall be billed. Goods that are returned as a result of a complaint shall be checked upon receipt and, if the complaint is upheld, Harol shall, at its own discretion: (i) replace (in part) the goods, components and/or services concerned; (ii) repair the goods and/or components concerned; or (iii) credit an amount which reasonably corresponds to the nature and extent of the flaw concerned. The Co-contracting Party hereby acknowledges that each of these measures shall constitute full and adequate compensation for any possible damage arising from the flaws and accepts that the execution of these measures may not be taken as an admission of liability on Harol's part.

10.5. Colours based on a RAL range, NCS colour notation, colours developed on the basis of a sample or special colours made on request are only indicative and, in all cases, shall be measured for  $\Delta E$  value. This  $\Delta E$  (a measure of colour drift) is always less than 2. Where the  $\Delta E$  value is less than 2, the complaint shall not be accepted. The visible parts of overhead doors are assessed based on STS 53.2.

10.6. The Co-contracting Party must provide the powder code with each order. Where no powder code is provided by the Co-contracting Party, the powder of the relevant colour as provided as standard by Harol shall be used. Harol declines all liability for any colour differences as a result thereof.

10.7. Minor colour drifts may exist where different (raw) materials are used (boxes, guide rails, slats, door panels etc.). These colour drifts do not constitute grounds for complaints and Harol consequently waives all liability in this respect.

10.8. Negligible, non-essential variations and differences in quality, colour, size, quantity or finishing that are commonly accepted in the industry or that have no adverse technical implications shall not constitute grounds for complaints. The Co-contracting Party shall have no recourse against Harol in the case of minor changes made to the goods where such changes are technically necessary or result from developments in the state of the art, technology, production and aesthetics.

## **Article 11. Liability, force majeure and hardship**

### Liability

11.1. Harol's liability for the goods shall be limited to its legal responsibilities as a manufacturer and/or reseller, depending on the circumstances.

11.2. At all times, Harol's liability shall be limited to the liability imposed by law in the given factual circumstances and shall at all times be limited to the lower of the following two amounts: (i) the respective invoice amount, or (ii) the amount of the pay-out under the insurance policies taken out by Harol.

11.3. Harol waives all liability for (i) damage or loss caused by the Co-contracting Party, end user or any third party, (ii) damage or loss resulting from the Co-contracting Party's and/or end user's fault, (iii) damage or loss as a result of the incorrect or inappropriate use of the goods purchased, (iv) damage to goods purchased that the Co-contracting Party has tried to modify or if the Co-contracting Party has used components that do not comply with the parameters specified by Harol, (v) damage or loss as a result of the failure by the Co-contracting Party, its staff or employees, the reseller and/or the end user to comply with statutory and/or other obligations, including the user manual/installation instructions supplied with the goods, (vi) as well as for any damage or loss as a result of incorrect and/or incomplete information supplied by the Co-contracting Party, supplier(s) and/or manufacturer(s) of the goods purchased and/or any other third party.

11.4. On no account shall Harol be liable for loss of profits or production, environmental damage or any other consequential or indirect loss of any kind whatsoever, such as, for example, additional hours of work, additional costs or loss of enjoyment sustained by the Co-contracting Party or third parties. Furthermore, Harol shall not be liable for loss caused by its independent agents or sub-contractors (except for loss caused by fraud, wilful misconduct or gross negligence).

11.5. Any claims of the Co-contracting Party for compensation against Harol shall lapse if they are not brought before the court of competent jurisdiction within two (2) years after the events on which the claims are based were known to the Co-contracting Party or could reasonably have been known to it.

### Force majeure and hardship

11.5. Harol waives all liability for failures to fulfil its obligations as a result of force majeure or hardship.

11.6. Force majeure covers all circumstances that are unforeseeable or unavoidable at the time when the agreement was formed, and make it impossible for Harol to perform the agreement. Such as, albeit not limited to, war, natural events and/or disasters, epidemics, pandemics, weather damage, fire, seizure, illness, strike, shortage of staff, exhaustion of stocks, machine interruption, lock-out, electrical, computer, internet or telecommunication failures, hacking, government decisions or interventions (including the refusal or cancellation of a permit or licence), fuel shortages, delays at and/or the bankruptcy of contractors or other third parties whose services/goods Harol relies on. The covid pandemic and all consequences resulting therefrom or measures as may be put in place by the government or another country shall be expressly regarded as instances of force majeure, irrespective of the fact that the covid pandemic already exists at the time when the agreement was formed.

11.7. Hardship covers all circumstances that occur and which would make the performance of the agreement financially or otherwise more burdensome or more difficult than reasonably foreseeable.

11.8. In the event of force majeure or hardship, Harol shall be within its rights, at its own discretion and without prior notice of default or recourse to the courts being required, and without any right of recourse against Harol: (i)

to temporarily suspend the performance of its obligations; (ii) to terminate the agreement between Harol and the Co-contracting Party out of court if the agreement cannot be performed for longer than three (3) months due to force majeure, or (iii) to renegotiate the terms and conditions under which the agreement is performed. Where the Co-contracting Party fails to take part in said renegotiations in good faith, Harol shall be within its rights, in accordance with Article 17, to request the court of competent jurisdiction to establish new contract terms and/or order the Co-contracting Party to pay compensation.

#### **Art. 12. Dissolution**

Without prejudice to other grounds that justify the immediate dissolution/termination of the agreement by Harol, Harol shall be within its rights to dissolve the agreement with immediate effect by letter sent by recorded delivery, without prior notice of default, without the intervention of a court of law and without being required to pay any compensation, in any one of the following situations:

- a) The Co-contracting Party is dissolved or goes into liquidation, is declared bankrupt or is forced to enter into any other insolvency proceedings as set out in Volume XX of the Belgian Economic Law Code or a considerable portion of its assets are seized or the Co-contracting Party finds itself in any other situation whereby the total or a substantial portion of its assets are subject to the direct or indirect control of the creditors, the courts or any third party, governmental or otherwise, or any other circumstance that may shake confidence in the Co-contracting Party's creditworthiness.
- b) The Co-contracting Party continues to default on its contractual obligation after having been sent notice of default by letter sent by recorded delivery and was reminded to remedy the situation within a reasonable fifteen (15) calendar days.

In the event of dissolution at the expense of the Co-contracting Party, the latter shall be under obligation to pay damages, irrevocably established at 25% of the agreed price with regard to (the remaining part of) the order, without prejudice to Harol's right to prove and claim greater damages. The Co-contracting Party must also fully compensate (the part of) the order that has been executed or that part of the order that is in progress at the time of dissolution. The order in progress is not only understood to refer to the part of the order for which actual execution has started, but also the part that is in preparation, as well as the materials purchased, the materials that have gone into production and the materials ordered that could no longer be cancelled from suppliers and sub-contractors as may be the case.

#### **Art. 13. Retention of title and lien**

13.1. Any goods that have been and are still to be delivered shall remain the exclusive property of Harol until all obligations, compensations and/or claims, including interests and costs, vis-à-vis Harol arising from an agreement have been performed and settled. All risks are transferred with and at the time of the delivery of the goods.

With a view to the continued existence of the retention of title after incorporation, Harol shall be free to register the retention of title in the pledge register at its own discretion.

The retention of title shall also apply if the products were to be mixed or processed into new goods.

13.2. Items delivered by Harol which come under the retention of title set out in Article 13.1 may be sold on only as part of normal business operations. Moreover, the Co-contracting Party shall not be entitled to pledge the items or to assert any other rights over them. Where the Co-contracting Party resells the goods delivered before the full price (including costs, interests and all other accessories) has been paid to Harol or in the event of any other breach of the retention of title, Harol shall automatically acquire a pledge over the resale price received or, alternatively, over the claim of the Co-contracting Party against its customer/end user arising from this sale.

13.3. Where the Co-contracting Party defaults on its obligations or where legitimate grounds exist to assume that it shall default on its obligations, by operation of law and at the Co-Contracting's expense Harol shall be within its rights to remove or have removed from the Co-contracting Party's premises the goods over which the title of ownership referred to in Article 13.1 is retained or similarly remove or have removed said goods from the premises of any third party holding the goods on behalf of the Co-contracting Party. Upon return of the goods, and insofar as these goods are still found to be in good condition, the sums already paid shall be refunded to the Co-contracting Party after deduction of: (i) the loss of profit, set on a flat rate basis of 30% of the total invoice amount; and (ii) a flat rate sum in compensation of 5% of the total invoice amount for the (additional) management and administration costs. All of the above without prejudice to Harol's right to prove greater loss.

13.4 At all times, the Co-contracting Party shall do everything that may reasonably be expected of it to secure the ownership rights over the unpaid goods. Where third parties were to seize said goods or wish to establish or assert rights over said goods, the Co-contracting Party shall be under obligation to immediately notify Harol thereof.

13.5 By entering into this agreement, the Co-contracting Party hereby pledges all its current and future claims and assets vis-à-vis third parties, for whatever reason, to the benefit of Harol as surety for all its obligations arising from its agreement(s) with Harol.

#### **Art. 14. Manufacturer's warranty**

14.1. The manufacturer's warranty period is 5 years for finished products, which for Harol shall count from the invoice date, unless otherwise specified in the general characteristics of the product type concerned. The warranty terms are as stated on the warranty card attached to each product.

14.2. The manufacturer's warranty is up to 7 years for automatic control systems, counting from the invoice date. The applicable warranty period for each product is specified on the enclosed warranty card.

14.3. The warranty shall not apply to damage that is the result of normal wear and tear, incorrect operation or injudicious treatment during assembly and/or installation, other than in accordance with the orders, instructions and/or directions provided by Harol, abuse, carelessness, accident, failure to observe the maintenance instructions and normal servicing by the Co-contracting Party or the end user, if the product has been repaired or altered without Harol's prior consent or if the product is assembled and/or installed in combination with other products, parts or items not supplied by Harol without the latter's prior consent.

14.4. Where the agreement concerns goods that are not manufactured or assembled by Harol but are only sold on by Harol, the Co-contracting Party shall have the utmost right to invoke the manufacturer's warranty for a period equal to the warranty period offered to Harol by the respective manufacturer or supplier.

14.5. The manufacturer's warranty shall not apply to advice, instructions or directions provided by Harol.

14.6. The warranty is limited to supplying parts (that are not subject to wear and tear), free of charge, or alternatively to repairing either on-site or in our workshop. The delivered goods must be accessible at all times to enable us to carry out the relevant repairs. At all times, repairs under warranty shall be limited to the goods supplied by Harol. Harol shall be under no obligation whatsoever to repair any damage resulting from the repair of the goods (including albeit not limited to plastering repairs, etc.), nor shall Harol be under obligation to pay the costs of repairing such damage.

14.7. The Co-contracting Party may invoke the aforesaid manufacturer's warranty only if four concurrent conditions are met:

- a) The product must be specified in the invoice by Harol;
- b) The product must be professionally installed by the Co-contracting Party or one of its sub-contractors in accordance with the installation instructions provided by us (see also Article 3);
- c) The product must have been used and serviced in accordance with the provisions of the user manual;
- d) The warranty card, supplied with every product, must be returned to Harol completed in full or completed online within 10 days of installation of the goods by the Co-contracting Party or one of its sub-contractors.

14.8 The Co-contracting Party may invoke the warranty only after the order for which the warranty is invoked has been paid in full. In any event, the warranty period shall commence from the invoice date.

#### **Art. 15. Intellectual property and confidentiality**

15.1. Unless otherwise agreed with Harol in writing, Harol reserves all intellectual property rights (including copyrights, patent rights, trademark rights, database rights, drawings and model rights, etc.) to all its products, services, designs, calculations, drawings, models, written records, data or other information carriers, quotes, images, sketches, scale models, etc.

15.2. Harol reserves the rights specified in Article 15.1 which may not be copied, disclosed to third parties and/or published and/or used in any way other than as provided by Harol to the Co-contracting Party without Harol's written consent.

15.3. The Co-contracting Party hereby undertakes to keep confidential any confidential Information made available to it by Harol. In any case, this includes the information specified in Article 15.1 as well as Harol's business information and product information. The Co-contracting Party hereby undertakes to warrant performance of the duty of confidentiality by its staff and/or third parties involved in the performance of this agreement.

15.4 The obligation to observe due confidentiality shall continue to exist even after the termination or the end of the agreement between Harol and the Co-contracting Party, at least until the documents, information, models and/or designs in question are in the public domain, without fault on the part of the Co-contracting Party.

15.5. In the event the Co-contracting Party acts in breach of the present Article 15, the Co-contracting Party shall be liable to pay liquidated damages of EUR 5,000.00 per infringement without prejudice to Harol's right to prove and claim higher damages.

#### **Art. 16. Processing of personal data**

16.1 Both parties hereby undertake to comply with the currently applicable international and national privacy legislation, i.e. (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, (ii) the transposition thereof into the respective national legislation of the parties, as well as (iii) any applicable local privacy legislation.

16.2 Harol shall request only the personal data from the Co-contracting Party that are necessary for the purpose of the processing operations it carries out. Harol shall process personal data only pursuant to a legal basis and in accordance with Harol's privacy statement (available to be consulted on its website). The personal data provided by the Co-contracting Party shall be recorded and saved in an automated database. For the purpose of the performance of the agreement, these data may be transmitted to third parties (including albeit not limited to its sub-contractors).

16.3 Harol shall put in place all relevant measures to protect the personal data of the Co-contracting Party and shall not pass these on to third parties without a legal basis.

16.4 A privacy and cookie statement is available to be consulted on Harol's website at <https://www.harol.eu/en/disclaimer>.

16.5 The Co-contracting Party shall be free at all times to request access to, the erasure of, the rectification of, the restriction and transferability of its data:

- by post: Harol België, Industriepark 3, 3290 Diest, Belgium.
- by email: [info@harol.be](mailto:info@harol.be)

**Art. 17. Disputes – applicable law**

17.1. All agreements and disputes between Harol and the Co-contracting Party shall be exclusively governed by Belgian law to the exclusion of any other rules of international private law which would result in the law of a different country being applicable.

17.2. Disputes between Harol and the Co-contracting Party shall, at Harol's discretion, be exclusively heard by the Commercial Court of Leuven (Belgium) or the Commercial Court of the legal district where the Co-contracting Party has its registered office.