

General Terms and Conditions of Zetes SA (v 03/2024)

Chapter I - Subject-matter

1. Scope.

- 1.1. Unless otherwise agreed in writing by the Parties, these General Terms and Conditions are applicable automatically to all orders registered by Zetes, and to all agreements, commissions or transactions to which Zetes might be or become a party, inter alia in the following cases:
 - 1.1.1. Sale by Zetes of hardware equipment (the "Equipment"), whether standard, i.e., represented or distributed as such and as is by Zetes, or designed "made to measure", i.e. developed and configured in whole or in part according to the individual specifications of the Customer (Chapter II, below);
 - 1.1.2. Standard software user licence contracts ("Standard Licence"), i.e., for software distributed or represented as such and as is by Zetes, and therefore not subject to "special" development for the Customer (Chapter III, below);
 - 1.1.3. Research and development of user licence contracts for special software ("Special Licence"). Special is regarded as covering either the complete development of "made-to-measure" software for the Customer or a supplementary development of a standard software represented or distributed by Zetes, or a supplementary development of one of the Customer's pieces of software (Chapter IV, below);
 - 1.1.4. Service Contract, viz. the provision of services ("Services") by Zetes as part of a study and project implementation (Chapter V, below).
- 1.2. These General Terms and Conditions may not be deviated from in whole or in part except by means of written provisions or written agreements; any deviation shall be interpreted in a restrictive manner and shall apply only for the order, agreement, provision or transaction in connection with which it shall have been agreed to.
- 1.3. Placing an order or concluding an agreement with Zetes shall have the effect, on the part of the Customer and any other contract parties or any involved parties, of a waiver ipso iure of the benefit of their own standard terms and conditions and other purchase conditions.

2. Conclusion of Contracts.

- 2.1. The creation of any agreement pre-supposes the written acceptance of orders emanating from the Customer by a person with power to bind Zetes. The Customer may not in this regard assert any "apparent agency" on the part of persons not empowered to contract on behalf of Zetes.
- 2.2. Unless otherwise explicitly provided, any offers or proposals emanating from Zetes shall be valid only for one (1) month as from the date they were issued.
- 2.3. Zetes undertakes to supply only the Equipment, Programs (software provided under Standard or Special Licence) and Services mentioned in the order confirmation or agreement. Separate offers will be drawn up to cover all other supplies or services requested by the Customer and shall be dealt with according to Zetes' availability in terms of time, stocks and human resources.
- 2.4. Unless otherwise expressly provided for, the costs of training in use of the Equipment or Programs, and all travelling and call-out costs, accommodation, etc. are not included in offers issued by Zetes and shall be invoiced separately according to the rates effective at the period in question.

Chapter II - Provisions relating to the Sale of Hardware Equipment by Zetes

3. Transfer of Risk.

- 3.1. Risk shall transfer to the Customer on the date announced for delivery of the Equipment concerned, or at the time of the delivery, whichever occurs first.
- 3.2. Unless otherwise stated in an order acceptance or document emanating from Zetes, the Equipment is deemed to be sold and delivered "Ex-Works". In this regard, Zetes shall advise the Customer of the date and place on and at which the Customer can collect the Equipment.
- 3.3. In the event that Zetes should assume carriage of the Equipment on behalf of the Customer, free of charge or for a fee, this shall not result in any deviation from the provisions contained in clauses 3.1 and 3.2 above.

4. Transfer of Property.

- 4.1. Notwithstanding clause 3.1, any Equipment delivered or installed by Zetes shall remain its exclusive property until full payment of the price and ancillary charges, all within the limits and in accordance with the terms laid down by the laws of Belgium.
- 4.2. The Customer undertakes to lend its assistance to Zetes for the purposes of ensuring the good faith implementation of the rights and guarantees referred to in clause 4.1 above.

5. Warranties covering the Hardware Equipment.

- 5.1. The general provisions referred to in clause 17 of these General Terms and Conditions are applicable.
- 5.2. Zetes warrants that, on the date of delivery of any Equipment supplied by it, it shall be in good working order and in conformity with the original specifications in relation to the Equipment.
- 5.3. In the event of a defect or fault affecting any Equipment supplied by Zetes, Zetes shall, in its entire discretion, arrange for the Equipment to be repaired or replaced in whole or in part, and that during a period of twelve (12) months as from the date of delivery of the Equipment in question.

Zetes alone shall assess the type of parts to be deployed for the purposes of such repair or replacement and, in particular, whether it is worth making standard exchanges or incorporating new or used components, provided the latter are in good operating order.

At Zetes' option, Equipment taken back or parts that are replaced may revert to the ownership of Zetes at the time they are taken delivery of, exchanged or replaced. The Customer shall do what is necessary to ensure transfer of title to such Equipment or parts, free from any

charges.

- 5.4. In any circumstances, and especially at such time at which Zetes' warranty might be claimed against, the Customer must take all appropriate measures to protect the installations, programs, software, including performing safety and backup copies of all information and data contained in those systems.

If, in its discretion, Zetes should intervene to assist in reconstituting such information should the Customer not have taken the desired protective measures, Zetes' services in this context shall fall within the Customer's liability and shall be invoiced separately at the rates in effect at the time in question.

- 5.5. In order to claim under the warranty, the Customer shall at its cost dispatch the Equipment or defective element to the address provided by Zetes. After repair or replacement by Zetes, the Equipment or element concerned will be returned CIP (Incoterms® 2020) to the Customer. The Customer shall be responsible for installing and checking the repaired or replaced Equipment.

In any event, the Customer undertakes to return the defective Equipment or element in respect of which a warranty claim has been made as soon as defects or anomalies are discovered, and no later than the expiry of the warranty period for the Equipment in question.

- 5.6. Prior to warranty services being carried out, Zetes reserves the right to check whether the services required by the Customer are indeed covered within the limits of the warranty granted. If not, Zetes may require the Customer to accept an estimate before carrying out any services.

The warranty defined in the foregoing is, without prejudice to the generality, automatically excluded in the event of:

- non-payment when due of the entire price for the Equipment in question;
- an absence or insufficiency of normal maintenance of the Equipment;
- natural wear and tear or obsolescence of the Equipment;
- improper use (including improper storage or transport) of the Equipment;
- missing elements in or inappropriateness of the installation environment required by the Equipment;
- alterations, intervention, or repairs effected by any non-Zetes person or a person not authorised by it.
- the occurrence of any external cause, in particular an accident, damage or a change in the installation environment and any damage as a consequence of a Force Majeure event as mentioned below by Clause 25.

Zetes warrants the proper operation of the specific parts and items repaired or replaced by it for a period of three (3) months as from the date of their delivery. In the event of repair or replacement, it is not the proper operation of the Equipment in its entirety that is warranted but the absence of defects in the part or item repaired or replaced by Zetes. This warranty is, for the rest, subject to the same terms as those set out in items 5.1 to 5.6 above.

Chapter III - Provisions relating to standard software user licence contracts (the "Standard Licence")

The following provisions constitute the General Terms and Conditions under which Zetes grants its Customers software under Standard Licence within the meaning of clause 1.1.2 above. These conditions, together with any additional or special provisions incorporated either by reference or directly into the software in question shall constitute a whole.

6. The Standard Licence shall not be construed as a Sale Contract.

The programs or software products covered by the Standard Licence (the "Standard Programs") shall remain the exclusive property of the owner of the property rights attaching to the Standard Programs.

The Customer is merely granted a non-exclusive and non-transferable user licence, of general or individual nature, depending on the case, and in all events limited to the needs of his business.

By way of deviation from the previous paragraph, Zetes may authorise certain of its distributors or installers to transfer the benefit of a Standard Licence to an end-user, but under the express condition that the terms relating to the Standard Licence contained in these General Terms and Conditions are accepted by the end-user.

7. The Standard Programs shall be supplied in the form of an object code that can be read and interpreted by an I.T. machine or system.

The source codes remain the property of their owners and are not communicated to the Customer.

The Customer shall refrain from reproducing, copying, transferring or in any manner modifying the Standard Programs thus supplied. They may not be subject either to reverse engineering, compilation or reverse assembly.

8. A separate Standard Licence is required for each I.T. machine or system on which the Customer uses the Standard Programs.

9. Licence fees.

The types of fees applicable to a Program (Standard or Special), payment interval and amount shall be stipulated by Zetes in the offer or order confirmation.

These fees may comprise a single fee payment, periodic fees, an initial fee payment, a processing fee or any combination of these fees.

Within the limits of the regulations in force, the periodic fees can be increased by Zetes after a prior written notice of three (3) months.

Periodic fee payments commence running and the single, initial or processing fees are due on the first working day following the date of delivery of the Programs.

10. Warranties covering the Standard Programs.

10.1. The general provisions mentioned in clause 17 below are applicable.

10.2. The Standard Programs provided by Zetes are warranted at the time they are sent to the Customer as being in conformity with the original

or contractual specifications in relation to the Programs, as communicated by the manufacturer or developer.

- 10.3. In the event of a major fault or defect rendering it impossible to operate in the initially anticipated user environment for the Standard Programs provided by Zetes, Zetes undertakes to correct the major defect or fault or have same corrected under warranty, providing always that it is traceable and reproducible, and this for a period of three (3) months as from the date of installation of the Programs. Installation of the Standard Program is in all events deemed to have taken place no later than three (3) months after supply of the Standard Program in question to the Customer.

Conversely, the Customer must, without compensation or recourse against Zetes, tolerate the existence of minor defects or faults that are not rendering it impossible to operate the Standard Programs provided by Zetes in the initially anticipated user environment.

- 10.4. In order to benefit from the warranty, the Customer must immediately advise Zetes and provide it with all the documents or necessary carriers, such as programs, printouts, processed information, backups, descriptions of the defect or major fault and all other information as might be asked for by Zetes.

The provisions of clauses 5.4 up to and including 5.6 are applicable to the implementation of the warranty covering the Standard Programs supplied by Zetes.

Chapter IV - Provisions relating to development and special software user licence contracts (the “Special Licence”)

The following provisions constitute the General Terms and Conditions under which Zetes grants its Customers software under Special Licence within the meaning of clause 1.1.3 above. These conditions, together with any additional or special provisions incorporated either by reference or directly into the software in question shall constitute a whole.

11. The Special Licence shall not be construed as a Sale Contract.

All programs, software products, documentation, studies and computer architecture diagrams drawn up, developed or supplied by Zetes shall remain the exclusive property of Zetes. Zetes reserves the right in its entire discretion to later incorporate any part of the object code forming the object of the development of any program or software product covered by the Special Licence (the “Special Program”) into other Standard and/or Special Programs.

The Customer is merely granted a non-exclusive and non-transferable user licence, of general of individual nature, depending on the case, and in all events limited to the needs of his business.

By way of deviation from the previous paragraph, Zetes may authorise certain of its distributors or installers to transfer the benefit of a Special Licence to an end-user, but under the express condition that the terms relating to Special Licence contained in these General Terms and Conditions are accepted by the end-user and, should this be applicable, by the original Licensor.

12. The provisions of clauses 7 to 9 inclusive of these General Terms and Conditions apply to Special Programs.

13. Any specific development carried out by Zetes shall normally include the following stages:

13.1. Functional and organic analysis:

A bill of specifications in relation to the Special Program will be drawn up; thereafter, Zetes will communicate the results of the functional analysis to the Customer.

The Customer will have a period of eight (8) days in which to communicate any comments it has. Failing any reaction by the Customer within the aforementioned period, the bill of specifications and the results of the functional analysis will be presumed to have been approved by the Customer.

As from that time, any modifications that the Customer might wish to make to the bill of specifications or the functional analysis must be validated and expressly agreed to by Zetes, which, in the affirmative, will invoice the Customer for the additional work occasioned by such modifications. Zetes’ agreement to modifications to be carried out cannot be presumed, even if it does not react to requests or communications from the Customer.

In the event that the project is interrupted by the Customer before commencement of the organic analysis, Zetes will invoice it for the services carried out up until that time, at the rates in force within Zetes at that time.

The organic analysis includes a description of the methods of creating the Special Program by best using the characteristics of the Customer’s I.T. environment, taking account of the objectives laid down at the time of the functional analysis. Depending on the circumstances, the functional and organic analyses may be gathered in one single file and assignment.

In the event that the Customer’s I.T. environment proves not to be in accordance with what was foreseen or is not adapted by the Customer to the requirements required for the development or installation of the Special Program, Zetes may terminate its services and invoice them at the rates in force within Zetes at that time.

13.2. Installation and approval of a Special Program.

Installation of a Special Program will be done according to the procedures agreed between Zetes and the Customer.

If it has been contractually arranged, a minute shall be drawn up recording approval of the Special Program by the Customer.

Should the Customer not express any reservation or objection regarding the Special Program within a strict period of fifteen (15) days as from installation thereof, or should the Customer operate or launch the Special Program without making any express complaints to Zetes, this shall count as tacit acceptance and approval of the Special Program.

Where a supply or installation is spread over time, acceptance and approval of the various modules of the Special Program shall occur stage by stage, in accordance with the procedures set out above.

Should the Customer directly or indirectly refuse to approve the Special Program according to the agreed terms, approval will be regarded as having been validly given on the expiry of a final period of eight (8) days commencing on the day following the date of posting a notice of default issued by Zetes.

Should Zetes, in addition to developing a Special Program, also provides the Customer with Equipment and/or Standard Programs necessary for implementing the Special Program, the date on which the warranty period commences running for these items shall be that of the tacit or express approval of the Special Program, and this by way of exception to clauses 5.3 and 10.3 above. However, if the Equipment and/or the Standard Programs can be used by the Customer independently from the Special Program or if they are delivered at the express request of the Customer prior to the date of receipt of the Special Program, the respective warranty periods will be considered independent from one another and without mutual connection.

14. Warranties covering the Special Programs.

- 14.1. The general provisions mentioned in clause 17 below are applicable.
- 14.2. The Special Programs provided by Zetes are warranted at the time they are sent to the Customer as being in conformity with the original or contractual specifications in relation to the Programs, as communicated during the functional analysis.
- 14.3. The provisions of clauses 10.3 to 10.5 inclusive of these General Terms and Conditions are applicable mutatis mutandis to the implementation of the warranty covering the Special Programs developed and supplied by Zetes.

Chapter V - Provisions relating to Service Contracts

15. Independently from the individual provisions of each Service Contract, the provisions of Chapter VI of these General Terms and Conditions that do not expressly deviate from such Service Contract shall automatically apply.

Any obligations on the part of Zetes resulting from the signature and performance of any such Service Contract shall be regarded as being "best efforts obligations", whereby Zetes undertakes to deploy its best efforts in order to achieve the objectives aimed at by the Service Contract.

16. Where the provision of Services by Zetes is accompanied by the refinement, development, supply and/or installation of Equipment or Programs, whether Standard or Special, the provisions of Chapters II to IV of these General Terms and Conditions shall be deemed applicable automatically to these various supplies or assignments.

Chapter VI - Provisions of General Application

17. Warranties.

- 17.1. The Customer is free in and responsible for the choice of the Equipment, Programs (Standard and/or Special), and of the Services it orders from Zetes.
The Customer is likewise responsible for their use, the results obtained by means thereof and their use combined both with one another and in association with other equipment, material, programs and other software products.
- 17.2. The warranties set out in these General Terms and Conditions are limitative and exclude any other express or implied warranty. Zetes specifically disclaims the implied warranty of fitness for a particular purpose.
- 17.3. For Equipment and Programs provided by Zetes but of which it is not the manufacturer or designer, Zetes' warranty in favour of the Customer shall not exceed the warranties provided for the Equipment and Programs by Zetes' direct suppliers or licensors.
- 17.4. Zetes does not warrant the uninterrupted operation of the Equipment or Programs provided by it or that they will operate without error; nor does it warrant that all errors discovered can be corrected.

18. Delivery Periods.

- 18.1. The delivery dates indicated by Zetes in its offers, acceptances or order confirmations commence running from the date on which the contract is deemed to be concluded in accordance with clause 2 above.
However, if the performance of the order is subject either to payment of one or more advances or the issuance of letters of credit or commercial papers, or the completion of certain formalities by the Customer, the starting point for delivery dates shall automatically be postponed until such requirements have been satisfied.
Similarly, if the items covered by the order are changed after confirmation thereof, the Customer must, without compensation or any postponement in the schedule for its own obligations, in particular regarding payments, tolerate a re-scheduling of the delivery or installation dates in terms of a new time schedule to be reasonably fixed by Zetes.
- 18.2. Unless otherwise stipulated in an order acceptance, the delivery dates mentioned in the contract documents shall be purely indicative and shall not be of the essence. Zetes shall make every effort to adhere to the agreed dates to the best of its ability.
In the event of a delay in relation to the agreed dates, the customer may not claim any compensation on any ground or invoke such circumstances in order to rescind the contract.
- 18.3. In the event that the delay in delivery should be attributable either to an event of Force Majeure or to circumstances due to the Customer, new delivery dates may be reasonably fixed by Zetes. This provision does not derogate from the limitation of liability clause constituted by clause 22.2 below.
- 18.4. In the event that the delay in delivery is attributable to Zetes, the Customer may cancel its order, without compensation being due by either side, provided notice of default is sent and remains unheeded beyond a new period equal to the period for delivery originally agreed.
- 18.5. Where a timetable has been drawn up for carrying through a project or order, it may vary depending in particular on the following factors:
 - additional works or supplies requested by the Customer during the analysis or implementation of an order or project;
 - delays or disruptions attributable to the Customer or third parties for which Zetes is not accountable;
 - non-availability of the staff or installations of the Customer necessary or expedient for carrying out the tasks incumbent on Zetes;
 - chance events or events of Force Majeure affecting Zetes' capacity to complete the project or order within the deadlines and according to the terms agreed.

19. Modes of Payment.

- 19.1. All payments shall be made in Euro unless the contract documents expressly provide for one or more other currency units. Payments are made net of any reduction, retention and without discount. All taxes and charges of any kind whatsoever shall be borne by the Customer.
- 19.2. Unless otherwise provided for in the order acceptance or in the wording of the invoices themselves, invoices are payable cash within thirty (30) days of receipt of the invoice.
- 19.3. The Customer shall refrain from suspending or excusing itself from payment of all or part of the amounts due to Zetes by pleading some grievance or breach of any kind against Zetes unless such shall have been confirmed and fixed in a final enforceable court decision.
- 19.4. Failing settlement of any amount when due, it shall automatically and without notice of default bear delay interest calculated at the rate of 0,75% per full period of a month.
- 19.5. Furthermore, in the event of total or partial non-payment of any sum when due, the amount due shall be increased automatically and without notice of default by a fixed penalty equal to 10% of the principal amount outstanding; the minimum amount of the penalty is fixed at 50 euros.
- 19.6. The fact that grace periods may be accorded to the customer either by Zetes or by judicial order shall not result in any novation of the debt covered thereby and shall not affect the due and payable nature of interest and penalties as referred to in clauses 19.4 and 19.5 above.
- 19.7. In the event of non-payment by the Customer of any amount whatsoever on its due date, Zetes shall have the option of (i) suspending performance of all obligations and all deliveries to the Customer concerned, and this up until settlement of all sums due as of that date, including delay interest and penalties relative thereto or (ii) cancelling the contract where the Customer fails to cure such non-payment within fifteen (15) days after receipt of written notice.
- Moreover, non-payment of any sum whatsoever on its due date shall result in payment of all other invoices issued by Zetes in the name of the same Customer falling due immediately.
- 19.8. Zetes reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Equipment and/or Services to reflect any increase in the cost to Zetes which is due to any factor beyond the control of Zetes (such as, without limitation: any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture or increase in price by the Suppliers of Zetes), any change in delivery dates, quantities or specification for the Equipment and/or Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Zetes adequate information or instructions.

20. Payment Guarantees.

- 20.1. In the event that the customer's Credit is exhausted or reduced during the course of performance of an order or any project whatsoever, Zetes reserves the right to request the Customer to provide any guarantees or sureties of such a nature as to reasonably ensure fulfilment of that Customer's obligations to it. Exhaustion or reduction of credit will particularly be regarded as being constituted by situations of insolvency, the filing of a petition for judicial composition, the appointment of a provisional administrator, liquidation, the seizure (even conservatory) of all or part of its assets, the withdrawal or reduction of lines of credit previously granted by a bank or loan-insurance body to the Customer or vis-à-vis it.
- 20.2. In the event that the Customer refuses to provide the guarantees or sureties, Zetes may, without formalities, suspend performance of all obligations and, in particular, all deliveries vis-à-vis the Customer concerned, until such time as the guarantees or sureties are established to the satisfaction of Zetes. Zetes may, furthermore, legitimately deem the Customer to have been responsible for expressly terminating all or part of the on-going orders, contract or projects and apply for any reasonable damages.

21. Termination of Contracts

- 21.1. In the event of cancellation or rescission of an order at the initiative of the Customer and without prejudice to clause 18.4 above, and in the event that the Customer does not take delivery of the Equipment or Programs ordered by it, or breaches any of its obligations vis-à-vis Zetes, Zetes may at its entire discretion either pursue specific performance thereof, or state by recorded delivery mail that the contract has been rescinded expressly and immediately on grounds attributable to the Customer.
- 21.2. Where a contract is terminated on grounds attributable to the Customer, it shall be liable to Zetes for compensation covering all the damages sustained directly by Zetes as a result thereof, with a minimum equal to twenty percent (20%) of the gross amount of the contract concerned.

This provision is independent from the application of clauses 19.4 and 19.5 above.

22. Limitation of Liability.

- 22.1. In no event shall Zetes be liable in the following situations:
- damage that the Customer or persons for whom it is answerable might cause or sustain as a consequence of any breach of a duty of care or shortcoming whatsoever in performance of the obligations of the Customer;
 - damage sustained indirectly or consequentially, viz. all financial, industrial or commercial losses of any kind generally that are not the direct and immediate consequence of a shortcoming by Zetes in carrying out its obligations. Indirect losses shall particularly include increases in overheads, forfeiting an income opportunity, disruption to time-scheduling, a loss of clientele, profits or anticipated savings;
 - damage sustained consequentially by third parties, whether or not bound by contractual relations with the Customer.
- 22.2. Independently from the exclusions provided for in clause 22.1 above, except in the case of deliberate harm attributable to Zetes itself, Zetes' liability vis-à-vis the Customer shall not give rise to compensation in an amount exceeding the following ceiling, all losses taken together:
- 22.2.1. In the case of Equipment: the purchase price paid to Zetes for the Equipment or the components that specifically caused the damage or that are subject to the action or that are directly linked to the cause of the action implicating the liability of Zetes.
- 22.2.2. In the case of Programs or Services: depending on the case, the sole fee paid to Zetes or the aggregate amount of the fees or sums

paid for a period of twelve (12) months. The fees or price of the services forming the basis of this calculation shall be those effective for the Services or Programs concerned at the time at which the cause of the action entailing liability on the part of Zetes occurred.

The limitations laid down in this clause also apply to all actions that might be taken founding on liability by the Customer vis-à-vis any third party with which Zetes has contracted within the context of the contract or transaction giving rise to the liability claim, such as sub-contractors or agents, etc.

These limitations apply equally to the benefit of all undertakings with which Zetes is affiliated, such as a parent company, subsidiaries, sister companies and other companies with which or in respect of which Zetes might have a holding or control relationship.

The foregoing stipulations may be invoked without further formality by the third parties concerned.

- 22.3. The exclusions and limitations of liability set out in clauses 22.1 and 22.2 shall at no time have the effect of relieving the Customer or third parties claiming against Zetes or the beneficiaries under the aforementioned provisions of the burden of demonstrating sufficient proof of the true loss for which they are claiming compensation.
- 22.4. Any claim from the Customer seeking damages against Zetes will only be admissible if introduced in front of the competent court within two (2) years following the facts on which the claim is based.

23. Confidentiality

- 23.1. Zetes and the Customer are mutually bound to adhere to an obligation of confidentiality regarding information and data communicated or revealed during the commercial relationship, which can reasonably be understood as confidential ("Confidential Information"). Both parties are prohibited from making any written or verbal communication regarding the matters dealt with and/or from handling any Confidential Information over to any third parties.
- 23.2. Any Confidential Information exchanged between the parties during the commercial relationship between parties, shall only be revealed by a party to its personnel, agents and officers on a need-to-know basis for the performance of its obligations under any agreement.
- 23.3. Notwithstanding clause 23.1 and 23.2, a party shall only be permitted to disclose Confidential Information (i) upon prior written consent by the other party, (ii) to any governmental or regulatory authority to the extent such disclosure is required by applicable laws or regulations.
- 23.4. The confidentiality obligations under this clause 23 shall expire after five (5) years after the termination of the commercial relationship between the parties.

24. Data Protection

- 24.1. Personal data may be collected and processed by Zetes in connection with the delivery of the Equipment and Programs provided during the commercial relationship between the parties. Such Personal Data shall solely be processed for the purposes of the performance and management of the contractual relationship between the parties. Zetes shall comply with all applicable data protection and privacy laws and regulations, including the European General Data Protection Regulation ("GDPR") and shall only process Personal Data that is necessary to fulfil its obligations, only for as long needed for its intended purpose and in accordance with applicable retention rules.

25. Force Majeure

- 25.1. Save as to payment, neither party shall be deemed to be in breach of these conditions, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations to the extent that such delay or non-performance results from a cause beyond its control ("Force Majeure") including but not limited to acts of war or terrorism, fire, flood, or other natural disaster, general strikes or lockouts, embargo or other government action, epidemic, pandemic, national or international health crisis, and the time for performance of that obligation shall be extended accordingly.
- 25.2. If either party is affected by an event of Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.
- 25.3. If the Force Majeure event prevails for a continuous period in excess of three months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

26. Export Control

- 26.1. The supply of items (products, software, technology) in the performance of this contract may be subject to export control-related restrictions and prohibitions. The Customer shall comply with all applicable export control regulations and restrictions. This particularly applies to European, the law applicable to the present contract, Japanese, and, if applicable, provisions of US law related to (re-) exports.
- 26.2. In case of re-sale / forwarding of the supplied items, the Customer shall refer to export control law. In particular, the Customer shall ensure that items are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, the Customer shall ensure that the items are not, either directly or indirectly, delivered to a country subject to a weapons embargo for military end-use. The Customer shall not sell, export, re-export, supply, forward the items or otherwise make them available to persons, companies, facilities, organizations or in countries, either directly or indirectly if this violates European, the law applicable to the present contract, Japanese or any relevant provisions of US law related to (re)exports. This includes, inter alia, that the Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12(g) of Council Regulation (EU) No 833/2014. The same applies to direct and indirect sales, exports and re-exports of restricted goods to Belarus.
- 26.3. The Customer shall implement adequate measures to ensure compliance with all applicable export control laws and regulations, as well as with the obligation set out in this Article, this includes making best efforts to ensure that the purpose of this Article is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Customer shall, upon request, issue and send originals of the necessary final destination documents in order to prove the final destination and end-use of the products.
- 26.4. The Customer shall be fully liable for any loss caused by his failure to comply with the applicable export control provisions, (re-) export provisions and the obligations set out in this Article, and Zetes shall be entitled to terminate the Agreement.

- 26.5. The performance of the contract and corresponding obligations are subject to the required export or transfer authorisations, other authorisations required by foreign trade law or clearances by the competent authorities.
- 26.6. The Customer shall immediately inform Zetes about any problems in applying this Article, including any relevant activities by third parties that could frustrate the purpose of this Article. The Customer shall make available to Zetes any information concerning compliance with the obligations under this Article within two weeks of the simple request of such information.
- 26.7. The Customer shall be responsible for all taxes, charges and duties in connection with the service outside the country of establishment of Zetes and compensate if applicable.

27. General

- 27.1. Any notice given to a party under these conditions shall be in writing and addressed to that party at its registered office.
- 27.2. The rights and obligations under these conditions are personal to the Customer and may not be assigned, mortgaged, charged, disposed of, sub-contracted or transferred, in whole or in part, by it without the express prior written consent of Zetes. Zetes may assign, sub-contract or otherwise deal with all or any of its rights or obligations hereunder.
- 27.3. If any provision or part of a provision of these conditions is held to be invalid or unenforceable, their validity and enforceability of the remainder of the conditions and the remainder of the provision in question will not be affected, and the rights and obligations of the parties will be construed and enforced as if these General Terms and Conditions did not contain the invalid provision or part thereof. These provisions, and each part thereof, are severable.
- 27.4. The relations between Zetes and the Customer are governed by Belgian law.
- 27.5. Accession or participation by Zetes to or in a contractual or other relationship linking the Customer with any third party shall not entail any derogation from the application of Belgian law vis-à-vis Zetes.
- 27.6. Any dispute regarding the interpretation and performance of the contract between the parties shall fall within the jurisdiction of the Courts of Brussels. However, Zetes reserves the right to act either before the courts of the domicile or registered office of the Customer, or before those of the place where the Equipment or Programs concerned are located.

[THE END]