

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

These General Terms and Conditions form an annex to an Order placed by the Customer for Services to be provided by a Supplier.

These General Terms and Conditions are an integral part of the Agreement. For the purposes of interpretation, the priority of the contractual documents shall be in accordance with the following sequence: (a) the Order, (b) the Schedules (if any), (c) the General Terms and Conditions, and (d) the Supplier's Order Confirmation.

By accepting the Order, explicitly through an Order Confirmation, or implicitly through the delivery of the Services requested by the Customer when placing an Order, the Supplier waives the application of his own general terms and conditions as much as legally possible.

1 DEFINITIONS

1.1 In these General Terms and Conditions, as well as in the Order and in the Schedules, the following words and expressions have the following meaning:

"Additional Services"	means any services not included in the Order and/or the Schedules (as the case may be);
"Agreement"	means the agreement for the supply of the Services (as the case may be) incorporated in the Order, the Schedules (if any) and the General Terms and Conditions, as confirmed by the Supplier's Order Confirmation, and as may be amended, modified or supplemented from time to time in accordance with article 17.1;
"Commencement Date"	means the execution date of the Agreement, i.e. the date of the Order Confirmation by the Supplier;
"Customer"	means (a) Parkwind, a limited company ("naamloze vennootschap" / "société anonyme") existing under the laws of Belgium, having its registered office at Sint-Maartenstraat 5, 3000 Leuven, Belgium, registered with the Crossroads Bank for Enterprises under number 0844.796.259, Legal Persons Register of Leuven or (b) any of its Belgian affiliated companies;
"Fee"	means the fee(s) payable for the Services (as the case may be) as specified in the Order and/or the Schedules (as the case may be);
"General Terms and Conditions"	means these General Terms and Conditions as may be amended, modified or supplemented from time to time in accordance with article 17.1;
"Order"	means the written order made by the Customer to purchase the Services from the Supplier on the basis of an offer proposal made by the Supplier to the Purchaser;
"Order Confirmation"	means either (i) the written acceptance by the Supplier, in whatever form, of the Order placed by the Customer, or (ii) the commencement of the delivery of the Services by the Supplier in accordance with the Order;
"Party"	means, as the context requires, the Customer or the Supplier;
"Schedule"	means any document entitled "schedule" that is attached to the Order (as the case may be);
"Services"	means the goods and/or services to be supplied by the Supplier as specified in the Order and/or the Schedules (as the case may be), and includes the delivery of documents, products and other materials as part of or in relation to the services, in any form, such as but not limited to drawings, plans, diagrams, design, pictures, data, reports and their drafts (the "Deliverables");
"Supplier"	means the person indicated as the supplier in the Order.

2 SCOPE

- 2.1 These General Terms and Conditions apply to the supply of the Services.
- 2.2 Unless explicitly otherwise specified, the validity of any Order by the Customer is 30 days as from the date mentioned on the Order. If the Supplier does not issue an Order Confirmation to the Customer (including by commencing the delivery of the requested Services as set out in the Order) within such timeframe, the Order shall be deemed to have lapsed. Any amendment to the Purchase Order made by Supplier shall be accepted by Buyer in writing before it becomes effective.
- 2.3 The Agreement sets out the entire agreement and understanding between the Parties, with respect to their mutual obligations in connection to the Services and, supersedes all arrangements and understandings previously agreed by them either in writing, or orally, or tacitly.
- 2.4 The Supplier shall only be bound to perform any Additional Services upon his own written confirmation of Customers request to perform such Additional Services

in exchange for an agreed upon fee, at which moment they will become Services governed by these General Terms and Conditions.

3 FEE

- 3.1 In consideration for the Supplier providing the Services in accordance with this Agreement, the Customer undertakes to pay the Fee to the Supplier. No extra charges of any kind, including, but not limited to, surcharges, will be allowed unless first specifically agreed to by the Customer in writing.
- 3.2 All Fees will be invoiced and paid in Euros.
- 3.3 Each invoice shall provide sufficient detail so as to enable the Customer to assess the amounts invoiced. The Supplier shall accommodate reasonable invoicing requirements of the Customer during the term of the Agreement.
- 3.4 Unless explicitly specified in the Offer, the Fee shall not include any additional costs, such as, but not limited to: transport costs, insurance costs, travelling expenses, costs related to the use of material and equipment, taxes and charges, as well as any other costs in connection with any other issue which is not explicitly dealt with in the Agreement.
- 3.5 Unless explicitly otherwise agreed, the Fee shall be fixed for the entire duration of the Agreement. The Fee may be renegotiated by the Parties on an annual basis, without any obligation for the Customer to accept an increase in the agreed upon Fee.
- 3.6 The Supplier shall maintain records and other evidence sufficient to accurately and properly evidence the performance of the Services under this Agreement and the amounts invoiced to the Customer hereunder. The Supplier shall provide the Customer reasonable access, during normal business hours and on reasonable notice, to the books and records, premises, storage facilities and relevant personnel of the Supplier for the purposes of auditing and verifying the accuracy of the invoices submitted to the Customer under this Agreement.

4 PAYMENT TERMS

- 4.1 Unless otherwise specified in the Order, the Fee shall be invoiced upon the supply of the Services.
- 4.2 Invoices are to be paid by the Customer within 30 days as from the date of the invoice.
- 4.3 The invoice shall be deemed accepted by the Customer failing any written protest within 30 days after the date of invoice.
- 4.4 In case of late payment by the Customer of any undisputed Fee, a late payment interest corresponding to the statutory interest rate included in the Belgian Act of 2 august 2002 on Combating Late Payment in Commercial Transactions shall be payable as from the expiry of 30 days after receipt by the Customer of a written payment reminder from the Supplier.

5 INTELLECTUAL PROPERTY

- 5.1 Each Party shall remain the sole owner of any intellectual property rights and know-how existing prior to the date of this Agreement or developed independently of this Agreement, and nothing in this Agreement shall imply a transfer or assignment of any such intellectual property rights.
- 5.2 All intellectual property rights on information or data created by the Supplier in execution of the Services performed under this Agreement shall be owned by the Customer. The Supplier hereby irrevocably agrees that such rights shall be automatically transferred and assigned to the Customer, upon their creation, for the entire world and to the fullest extent allowed by law. The Supplier shall fully cooperate with the Customer to fulfil any required formalities to ensure the validity and enforceability of such assignment. The Supplier is deemed to be fully compensated for such transfer of intellectual property rights through the Fee received pursuant to the Agreement.
- 5.3 The Supplier hereby grants to the Customer a royalty-free, unlimited, worldwide, non-assignable and non-exclusive license, with the right to grant sublicenses, to use the intellectual property rights and trade secrets owned by and licensed to the Supplier insofar as necessary for the Customer to receive and use the Services under the terms and subject to the conditions of the Agreement.
- 5.4 The Supplier represents and warrants that the use of the Deliverables by the Customer will not infringe, misappropriate or otherwise violate any patents, trademarks, copyrights or other intellectual property rights anywhere in the world. If any Deliverables or part thereof is held to constitute an infringement, the Supplier will, at its expense, obtain for the Customer a license to use the Deliverables or part thereof or replace or modify the same, in a manner satisfactory to the Customer, so as to avoid the infringement.

6 CONFIDENTIALITY

- 6.1 In the event the Parties made specific confidentiality agreements, applicable to the Services, these agreements precede the clauses set out below.
- 6.2 The receiving party agrees to keep confidential any information he receives from the disclosing party in relation to the Agreement. The receiving party shall treat such received information with reasonable care and diligence and shall not disclose, directly or indirectly, any confidential information to third parties without the disclosing parties' prior written consent.
- 6.3 For the purpose of this clause 6, "Confidential Information" shall mean all information transmitted, regardless of method of transmission, be it orally or in writing, directly or indirectly by the disclosing party to the receiving party, or in any other way obtained by the receiving party before, during or after the Agreement, whether marked confidential or not. Confidential Information does not include any information that (i) is or becomes public knowledge other than as a direct or indirect result of any

breach of this Agreement or any fault, act or omission of receiving party, (ii) was known to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party, (iii) which becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party and which, as far as the receiving party is aware, has not been obtained in violation of any obligation of confidentiality, (iv) which was individually developed by the receiving party without recourse to Confidential Information from the disclosing party, and (v) which receiving party has an obligation or duty to disclose under applicable law or by order issued by the competent courts, provided disclosing party is given a reasonable opportunity to review the planned disclosure and discuss the need for such with receiving party prior to the actual disclosure, if permitted by law.

6.4 Upon written request by the disclosing party at any time, the receiving party shall as soon as reasonably possible return to the disclosing party or, at the sole discretion of the disclosing party, destroy the confidential information and any other information based on the confidential information, together with all copies and samples thereof, including such confidential information disclosed to third parties unless said party is under a legal obligation to retain and store such information. Receiving party shall not thereafter use any of the Confidential Information directly or indirectly, in any way whatsoever. Upon written request by the disclosing party, the receiving party shall confirm the completeness of all documents returned to the disclosing party in writing. Receiving party is allowed to retain one copy of the confidential information for record keeping purposes, as required by law.

6.5 Confidential information is, and shall remain, the exclusive property of the disclosing party. The receiving party acknowledges that the disclosing party may have patent, trademark or other industrial property rights with regard to the confidential information. Nothing in this Agreement shall be construed as granting or conferring any rights or licenses, including, but not limited to, any patent and trademark rights, by the disclosing party (or its affiliates) to the receiving party.

6.6 The confidentiality undertaking in this clause 6 will remain valid for a term of ten 10 years after the termination (for whatever reason) of this Agreement. Any Confidential Information identified as a trade secret shall in any case remain strictly confidential and subject to the provisions of this article for as long as it retains its inherently confidential nature.

7 SUBCONTRACTING

7.1 The Supplier may only sub-contract the whole or any part of the Agreement or any of his rights or obligations under it, after obtaining the express prior written approval by the Customer.

8 RELATIONSHIP BETWEEN THE PARTIES

8.1 None of the provisions of the Agreement shall be interpreted as indicating the intent of the Parties to form a company, association or joint venture.

9 OBLIGATIONS OF THE SUPPLIER

9.1 The Supplier shall provide the Services in accordance with the specifications in the Agreement, by making all endeavours that can be expected from an experienced and proficient service provider performing similar services in the best workmanlike manner.

9.2 In addition to any warranty implied by fact or law, the Supplier shall apply high professional standards and represents, warrants, certifies and covenants the Services' compliance with (i) all laws applicable to the provision of the Services, and (ii) all applicable industry standards of care and codes of conduct.

9.3 The Supplier further warrants that the Services shall be (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by the Customer; (iii) free from any and all defects; and (iv) of satisfactory quality and fit for any purpose held out by the Customer and made known to the Supplier.

9.4 If any Services fail to conform to the above representations, warranties, certifications and covenants, then the Supplier, at the Customer's option, will: (i) re-perform all Services necessary to correct any such non-conformity; or (ii) refund the Fee relating to the non-conforming Services and any related costs incurred by the Customer.

9.5 Delivery dates are firm commitments. The Supplier will promptly notify the Customer in writing if it anticipates difficulty in complying with a required delivery date. The Customer has no obligation to accept deliveries that are not made on the required delivery date. If the Supplier fails to meet a delivery date, the Customer may procure replacement Services from a third party and the Supplier will be liable to the Customer for all costs incurred by the Customer as a result hereof.

9.6 The Supplier shall participate in discussions with the Customer about the provision of the Services to the extent reasonably required by the Customer from time to time.

9.7 Any rights or remedies of the Customer set forth in the Agreement are not exclusive and the Customer also has all rights and remedies available under applicable law.

10 OBLIGATIONS OF THE CUSTOMER

10.1 The Customer shall pay the Fee in accordance with clauses 3 and 4.

10.2 The Customer shall make all reasonable endeavours to timely provide the Supplier all necessary, accurate and up-to-date information reasonably needed to perform the Services. The Supplier shall however not rely on the accuracy and completeness of such information provided.

10.3 The Supplier may only rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom it knows to be authorized by the Customer to communicate with it for such purpose.

10.4 The Customer shall grant access to the Supplier to the relevant site(s) as necessary for performing the Services. The Supplier will ensure that the Services performed will be in accordance with all applicable rules regarding safety and security and with all guidelines received in this respect from the Customer.

11 LIABILITY

11.1 Each Party shall indemnify and hold harmless the other Party from and against any and all demands, claims, liabilities, losses, damages, expenses and costs, the other Party incurs as a result of the indemnifying Party's breach of this Agreement, negligence or other default.

11.2 If any damaging event occurs for which the Supplier may be held liable, the Customer endeavours to notify the Supplier thereof within two (2) weeks from the moment that such damage has been detected.

11.3 Any further liability that cannot be lawfully excluded or limited, shall remain unaffected.

12 NON-WAIVER

12.1 Any failure or delay by a Party in exercising any right under the Agreement, any single or partial exercise of any right under the Agreement or any partial reaction or absence of reaction by a Party in the event of violation by the other Party of one or more provisions of the Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that Party's rights under the Agreement or under the said provision(s), nor shall it preclude any further exercise of any such rights.

12.2 Any waiver of a right must be express and in writing.

12.3 If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

13 TERM & TERMINATION

13.1 This Agreement shall come into effect on the date of acceptance of the Offer by the Customer and shall terminate upon the date specified in the Offer or the completion of the Services, whichever is earlier.

13.2 At any moment, either Party has the right to terminate the Agreement with immediate effect, without prior court intervention, by sending a written notice of termination by registered mail to the other Party that specifies the reasons for the termination, if any of the following events occur:

- a) the other Party breaches any of its obligations under the Agreement and fails to remedy such breach within fourteen (14) days of that Party receiving written notice specifying the breach and the remedy required;
- b) suspension of business ("beëindiging van alle activiteiten" / "cessation des activités") by the other Party;
- c) the other Party has durably ceased making payments and has lost the confidence of its creditors ("heeft op duurzame wijze opgehouden te betalen en haar krediet is geschokt" / "a cessé ses paiements de manière persistante et sont crédit se trouve ébranlé);
- d) liquidation ("vereffening" / "liquidation") of the other Party;
- e) bankruptcy ("faillissement" / "faillite") of the other Party.

14 CONSEQUENCES OF TERMINATION

14.1 Termination of the Agreement, for whatever cause, shall be without prejudice to any rights or liabilities accrued at the date of termination.

14.2 Following early termination of this Agreement, the Supplier shall be entitled to compensation only for non-avoidable costs of the Services performed prior to the date of termination.

15 FORCE MAJEURE & HARDSHIP

15.1 In case unforeseen events or circumstances beyond the reasonable control of the Supplier make it impossible for that party to fulfil its contractual obligations, a situation of Force Majeure occurs.

15.2 If an event of Force Majeure occurs, performance of the Suppliers' obligations under the Agreement shall be suspended for the duration of the delay caused by the event of Force Majeure.

15.3 The Supplier claiming Force Majeure shall immediately inform the Customer to this effect in writing, explaining his reasons for doing so, including an estimated timeline for the resolution of the Force Majeure event.

15.4 If an event of Force Majeure occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to minimize the consequences of the occurrence.

15.5 If the conditions of Force Majeure prevail for a period in excess of thirty (30) days and the Parties have been unable to find an equitable solution, the other Party shall have the right to terminate the Agreement with immediate effect, without prior court intervention.

15.6 In the event of hardship, where a change in circumstances, that could not be foreseen when entering into the Agreement and that cannot be attributed to any fault of the Customer, makes performance of the Agreement excessively onerous, to such an extent that performance can no longer reasonably be required, the Parties shall engage in good faith negotiations to seek a mutually acceptable solution. The Parties shall continue to honour their commitments in the course of re-negotiations. If no resolution is reached within a reasonable timeframe, either Party may terminate the Agreement with immediate effect and without prior court intervention.

16 NON-SOLICITATION

16.1 The Supplier shall refrain during the term of the Agreement and for 12 months after termination of the Agreement, from directly or indirectly recruiting or otherwise actively soliciting the employment of any members of the Customer's personnel who are involved with the Agreement.

16.2 Any breach of the above clause 16.1 shall cause the Supplier to pay a fixed compensation to the Customer, equal to the equivalent of 12 months gross salary for full time employment, calculated according to the payments made by the Customer to the relevant member of its personnel over the past 12 months prior to solicitation.

17 AMENDMENT – MODIFICATION – SUPPLEMENT

17.1 Any amendment, modification or supplement to the Agreement, including any addition or deletion, must be agreed upon in writing by both Parties.

18 SEVERABILITY

18.1 Whenever possible, the provisions of the Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of the Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of the Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall undertake to negotiate in good faith to amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new valid, legal and enforceable provision in such a way as to reflect insofar as it is possible the purpose of the invalid, illegal or unenforceable provision(s).

19 DATA PROTECTION

Each Party shall, at its own expense, in the performance of this Agreement, comply with the applicable laws and regulations relating to the protection of personal data and the privacy of electronic communications, both on EU and on national level, including the EU General Data Protection Regulation 2016/679 and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), as amended, and to ensure compliance with such legislation by its personnel, agents and representatives and subcontractors and to reasonably assist the other Party in this respect.

20 BUSINESS ETHICS

20.1 The Supplier shall supply the Services in accordance with Supplier Code of Conduct (as may be amended, modified or supplemented from time to time).

20.2 The Supplier represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Customer or any third party) by or on behalf of the Supplier or any of his Affiliates.

20.3 Supplier shall recognize and adhere to the generally and internationally accepted principles of Human Rights and Decent Work represented in the conventions of the United Nations.

20.4 Supplier shall provide and maintain a safe working environment for all its employees and shall conduct its business in an environmentally and socially sustainable manner.

21 JURISDICTION AND APPLICABLE LAW

21.1 All disputes between the Parties shall be submitted to the exclusive jurisdiction of the Dutch speaking Courts of Brussel.

21.2 This Agreement shall be exclusively governed by Belgian Law, excluding the rules of private international law that would cause the laws of another jurisdiction to become applicable, and excluding the Vienna Convention on International Sales of Goods (CISG).