

GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter "General Terms and Conditions") are fully applicable without any limitation to all Agreements entered into by DESOTEC NV, with registered office at 8800 Roeselare, Regenbeekstraat 44 and registered with the Crossroads Bank for Enterprises with the company number 0441.856.180 (hereinafter "Desotec") and to all Quotes sent by Desotec.

CHAPTER 1: GENERAL

The provisions contained in this Chapter 1 "General" of the General Terms and Conditions are applicable to all Agreements entered into with and Quotes sent by Desotec, regardless of their contents.

1. Definitions

- 1.1. **"Adsorption products"**: all products for the purification of liquids, air and gases, whether or not impregnated with chemicals, as provided by Desotec.
- 1.2. **"Order(s)"**: a (written) instruction from the Customer to supply a Good or provide a Service or to perform a Project.
- 1.3. **"Service(s)"**: the various services that Desotec or its appointed parties provide(s) to the Customer, including, but not limited to, installation services and customisation.
- 1.4. **"Filter(s)"**: all Desotec filters, mobile as well as non-mobile, that purify, among other things, air emission, biogas, soil, groundwater, wastewater or chemicals through the application of Adsorption products.
- 1.5. **"Good(s)"**: all goods that Desotec supplies to the Customer, including but not limited to, the Filters, Adsorption products, peripherals (pumps, pipes, switch boxes, etc.) and all associated products.
- 1.6. **"Intellectual Property Rights"**: all intellectual property rights, whether or not registered, including but not limited to, trademark rights, copyrights, design rights and patents, including but not limited to, rights of prosecution, registration and enforcement.
- 1.7. **"Customer"**: any party to which Desotec supplies Goods and/or provides Services or for which Desotec performs a Project.
- 1.8. **"Quote"**: a written offer from Desotec to supply a Good or provide a Service or perform a Project.
- 1.9. **"Agreement(s)"**: any written agreement entered into between Desotec and the Customer, including but not limited to, the sale or rental of Goods, the performance of a Project or the provision of Services.
- 1.10. **"Force Majeure"**: all circumstances beyond Desotec's reasonable control, including but not limited to, fire, explosions, power failures, earthquakes, strikes, delay in supply of materials, raw materials and excipients, flooding, extreme weather conditions, natural disasters, war, (cyber)terrorism, riots, occupation, government measures and pandemic.
- 1.11. **"Project(s)"**: all projects where Desotec, upon the Customer's instructions, provides customisation in the form of providing Goods and Services.

2. Applicability

2.1. These General Terms and Conditions, together with the contents of the Agreement, the Quote and/or the Order, govern the legal relationship between Desotec and the Customer. In the event of a conflict between the General Terms and Conditions and an Agreement between Desotec and the Customer, the provisions of the Agreement shall prevail and the General Terms and Conditions shall have supplemental effect.

2.2. Deviations from these General Terms and Conditions are only possible in the event of a prior, explicit and written agreement between Desotec and the Customer.

3. Quote

3.1. The Customer cannot consider the sending of catalogues, price lists or a price budget as a Quote on behalf of Desotec. The terms and conditions that are stated in the aforementioned catalogues, price lists, etc. can be modified at any time by Desotec at its sole discretion, without prior notification to the Customer.

3.2. Quotes are revocable up until the moment of acceptance by the Customer. However, following the acceptance of the Quote by the Customer, Desotec is still entitled to correct material errors in Quotes. Quotes are valid for one (1) month starting from the Quote date, unless stated otherwise in the Quote and subject to price increases by the manufacturer or distributor of the Goods. Quotes will be presented on the basis of the information provided by the Customer and are valid only insofar as the data provided is current, correct and complete.

4. Price

4.1. Indicated prices are always expressed in euros and do not include taxes, levies and costs, of whatever nature, unless explicitly agreed upon otherwise.

4.2. All prices are calculated Ex Works Roeselare. Transport costs, storage costs, insurance costs, etc. are not included in the price, unless explicitly stated otherwise.

4.3. All Orders confirmed in writing by Desotec will, in principle, be performed at the agreed upon price. However, Desotec reserves the right, if the price of the goods that Desotec purchases from third parties should be increased, to proportionally adjust the price agreed upon with the Customer, provided that the Customer has been notified in advance.

4.4. Desotec reserves the right to perform and invoice each Order in parts.

5. Payment

5.1. Each payment shall be made in cash and, unless otherwise specified, in Roeselare. The Customer is not entitled to suspend any payment obligation to Desotec and/or to adjust any amounts that Desotec may owe to the Customer.

5.2. Objections to the Desotec invoices must be received by Desotec via registered letter within eight (8) calendar days after the invoice date.

5.3. In the event of non-payment of the invoice by the Customer on the due date, the Customer shall, automatically and without prior notice of default, be subject to a late penalty interest of ten (10) percent on the outstanding amount per year, starting from the day following the due date until the date of full payment. If the period of non-payment is less than one (1) year, this interest is calculated pro rata temporis. Furthermore, in the aforementioned case, the Customer shall, immediately and without prior notice of default, be subject to a fixed damage compensation based on extrajudicial collection costs of ten (10) percent on the outstanding amount, with a minimum of one hundred twenty-five (125) EUR per invoice, even if a period of grace was granted and such without prejudice to Desotec's right to claim a higher compensation for damages.

5.4. Notwithstanding previously permitted payment methods, in the event of non-payment of one of Desotec's invoices within the stated period, all amounts still due by the Customer to Desotec shall become automatically and immediately payable.

5.5. In the event of non-payment by the Customer on the invoice due date without prior notice of default, Desotec reserves the right to cease all further deliveries, rentals and/or other Services to this Customer until all outstanding invoices are fully paid by the Customer. Desotec also reserves the right to retrieve the Goods and to charge all additional costs to the Customer. The customer expressly agrees not to obstruct the exercise of Desotec's right of retention and to grant Desotec access to the site where the rented goods are located.

6. Delivery

6.1. The Customer acknowledges and accepts in general that all Desotec's obligations towards the Customer are obligations of effort, unless explicitly agreed upon otherwise. The delivery and performance terms, as well as any numeric values stated in Agreements, are only provided for informational purposes and are merely indicative.

6.2. Unless explicitly agreed upon otherwise, the delivery occurs Ex Works Roeselare.

6.3. The risk of any loss, damage or destruction of the Goods shall transfer to the Customer at the moment that the Goods leave Desotec's buildings. The Customer always bears the transport risk of Goods outside Desotec's buildings, even if Desotec is responsible for the transport costs, unless a different Incoterm is specified in the Agreement.

6.4. Desotec and the Customer may explicitly agree that Desotec is responsible for the transport of the Desotec Goods until they reach the Customer. If a Customer's responsible person is not present at the agreed upon delivery address and time, as a result of which the delivery of the Goods is impossible, the costs of a second transport will be invoiced additionally.

6.5. Desotec sells and leases the Goods in the condition they are in.

7. Obligations of the Customer

7.1. The Customer shall solely fill the Filters with Desotec Adsorption products and acknowledges that the Filters are not suitable to be filled with any other third-party products.

7.2. Without prejudice to Article 18.1, the Customer must immediately verify whether the proper Filters/ Goods have been delivered after the delivery of the Goods.

7.3. In the event a Filter or other Good is picked-up or exchanged at the Customer's premises or at a location indicated by the Customer, by Desotec or a carrier commissioned by Desotec, the Customer is obligated to indicate the proper Filter(s) or Good(s) to Desotec and/or the carrier. Desotec shall never be liable for the pickup or exchange of an incorrect Filter or Good.

7.4. The Customer will indemnify Desotec for all third-party claims regarding the use of the Goods by the Customer.

7.5. The Customer is exclusively responsible for obtaining in a timely manner the permits that are necessary for the execution of the Agreement, including, but not limited to, environmental and building permits.

8. Liability

8.1. Except in the event of fraud, intentional or grave error, Desotec shall in any case not be held liable for:

- claims from third parties (including the government) against the Customer based on non-compliance by the Customer of legal provisions, including but not limited to, legislation regarding the environment, spatial planning and safety;
- the result of the process for which the Customer uses the Goods, including but not limited to, capacity differences, safeguards, leaks, lack of permits and emissions or residues, given the Goods are merely a component in a broader Customer process;
- damage caused by the Goods supplied by Desotec, but put into operation by third parties;
- damage caused by an incorrect, improper, incomplete, untimely, careless and/or unauthorised use, repair or maintenance of the Goods or the Service by the Customer or by third parties;
- the proper application and/or use of the Goods or Services by the Customer, by the users of the Customer or by the persons for whom the Customer is responsible;
- damage that is the result of wear and tear or chemical effects on the Products;
- non-material, indirect or consequential damages, including, but not limited to, loss of profit, loss of sales, lost revenue, production restrictions, administration or personnel costs, increase in the general costs, loss of clientele or third-party claims.

8.2. Desotec's liability for damages as a result of a defective Service and/or Good shall in any event be limited to, at Desotec's discretion: (1) the crediting of the relevant (partial) invoices regarding (the relevant part of) the defective Service and/or Good; (2) the redelivery of (the relevant part of) the defective Service and/or Good without any additional costs; (3) the repair or replacement of (the relevant part of) the defective Service and/or Good without any additional costs; (4) the payment of damage compensation equal to the total invoice amount paid by Customer for the delivery of (the relevant part of) the defective Service and/or Good and/or for the rental of the defective Good (in the event of rental) in the last year.

8.3. Without prejudice to the aforementioned provisions, Desotec's liability shall in any event be limited to the amount that, if applicable, is paid out by Desotec's insurances.

9. Force Majeure

Desotec shall in no event be liable for damage caused by the late or non-execution of Agreements if such has become impossible for Desotec as a result of Force Majeure.

10. Intellectual Property Rights

10.1. The Customer explicitly acknowledges that Desotec (or, where applicable, its suppliers) is/are and remain(s) owner of the Intellectual Property Rights that relate to the Desotec Goods or Services, including but not limited to the plans, sketches and manuals of the Goods, the designs and technology of the Goods and the manner in which Services are delivered.

10.2. The use or rental of the Goods by the Customer (including use or rental in a Project) does not create any right, claim or title for the Customer with regard to Desotec's Intellectual Property Rights.

10.3. The Customer shall not violate Desotec's Intellectual Property Rights nor institute any other action through which the Intellectual Property Rights or their value might be compromised or negatively affected in any manner. In this context, the Customer is not permitted to open the Desotec Filters without the explicit written consent of Desotec and/or to disassemble the Goods with the intention of reverse engineering.

10.4. The Customer will immediately inform Desotec in writing if he becomes aware of an (impending) violation of Desotec's Intellectual Property Rights.

11. Confidentiality

11.1. The Customer and Desotec ensure that confidentiality is maintained for all data and information received from the other Party, for which the receiving Party knows or should reasonably know that it is confidential (hereinafter "Confidential Information") and is used only for the purpose of executing the Agreement, as long as the confidential nature of the Confidential Information continues to be maintained. The party that receives Confidential Information will only use such information for the purpose for which it was provided.

11.2. The Customer acknowledges that all information regarding the Goods, Services and Projects that Desotec transfers to the Customer (unless proven otherwise) will be considered as Confidential Information and trade secrets of Desotec.

12. Termination by Desotec

12.1. Desotec is entitled to immediately terminate the Agreement with the Customer (including the present General Terms and Conditions), without prior notice of default, at Desotec's discretion, in the following events:

I. the Customer fails to pay one or more invoices on the due date;

II. the Customer does not comply with the Agreement and/or the present General Terms and Conditions;

III. the Customer is in a state of bankruptcy, liquidation, judicial reorganisation, dissolution or discontinuation of the activity that is the subject of the Agreement;

IV. a change of control over the Customer, implying a change of the party/parties that have the authority to legally or actually decide, on the one hand, the appointment of the majority of the managers or directors, or on the other hand, the policy orientation.

13. Language Versions

In the event of discrepancy between the Dutch language and any other language texts of the General Terms and Conditions that the Customer receives, the Dutch language text will prevail.

14. Divisibility

If any provision (or part thereof) of the present General Terms and Conditions should be unenforceable or conflicts with a provision of mandatory law, such will not affect the validity and/or enforceability of the other provisions of these General Terms and Conditions and also will not affect the validity and enforceability of that part of the relevant provision that is enforceable or does not conflict with a provision of mandatory law. In such an event, the parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legal provision that matches the purpose and intent of the original provision as closely as possible.

15. Disputes

For all disputes regarding Agreements with, Quotes from and Orders placed with Desotec, courts from the district of Ghent, division Kortrijk shall have exclusive jurisdiction and Belgian law will apply exclusively.

CHAPTER 2: SALES

The provisions contained in this Chapter supplement the provisions from Chapter 1 "General" of the General Terms and Conditions and are applicable to all sales of Goods by Desotec to the Customer. If the provisions in this Chapter 2 "Sales" should differ from the provisions in Chapter 1 "General", the provisions in this Chapter take precedence.

16. Retention of Title

The ownership of the sold Goods shall only transfer to the Customer upon full payment of all amounts that are due by the Customer, including the payment of the agreed upon price, costs, interest and any damage compensation.

17. Destination of the Goods

Unless otherwise explicitly specified in the Agreement between parties, Desotec is not deemed to have knowledge of or to take into account the specific application that the Customer will make of the Goods sold and Desotec therefore cannot be held liable for this purpose. Only the Customer is liable for the specific use that the Customer makes of the Goods purchased and/or the purposes for which the Customer utilises these Goods.

18. Conformance and visible defects

18.1. Any visible defects and identified non-conformance of the delivered Goods must be communicated in writing to Desotec within three business days after the delivery thereof, with a detailed description of the identified non-conformance and/or visible defects.

18.2. If Desotec is not informed of the non-conformance of the Goods within the aforementioned period, the delivery will be considered to be in conformance and any claim or credit shall become void.

18.3. If the Customer identifies non-conformance or visible defects, the Customer may not use the Goods in any event. In the event of partial non-conformance or defective delivery, the Customer may in any event only return the alleged defective or non-conforming quantity, not the full Order.

19. Hidden defects

19.1. Desotec's liability for any hidden defects in the Goods delivered by Desotec is limited to defects that manifest within three months after the delivery of the Goods. Any hidden defects must in any event be reported in writing to Desotec under penalty of forfeiture of compensation, immediately and no later than within eight days after the identification of the defect by the Customer or after the Customer should have reasonably identified the defect, and in any event within the aforementioned period of three months after the delivery date of the Goods. The report must contain a detailed description of the defect.

19.2. Complaints due to hidden defects shall not suspend the Customer's payment obligation. The Customer bears the burden of proof for its complaint regarding the hidden defects.

CHAPTER 3: RENTAL

The provisions contained in this Chapter supplement the provisions from Chapter 1 "General" of the General Terms and Conditions and are applicable to all rentals of Goods by Desotec to the Customer. If the provisions in this "Rental" Chapter differ from the provisions in Chapter 1, "General", the provisions in this Chapter 3, "Rental", take precedence.

20. Price, period and payment

20.1. The rental prices and rental period are always included in the accepted Quote or Agreement with Desotec. The consumption of Adsorption products is not included in the indicated rental prices.

20.2. The rental period begins on the day that the rented Goods are made available for transport or are picked up by the Customer, unless otherwise agreed upon in writing, and the minimum rental period is 1 week. The Goods are rented out per calendar day, unless otherwise agreed upon in writing.

20.3. The rental period ends on the day that the rented Goods are returned undamaged by the Customer to Desotec, unless otherwise agreed upon in writing.

21. Delivery

The delivery time shall be determined in view of the availability of the Goods and shall be specified at the time a signed Order is received.

22. Rented Goods

22.1. The rented Goods shall at all times remain the exclusive property of Desotec. Any transfer or pledging of the Goods by the Customer, whether free of charge or against payment, is thus not permitted.

22.2. All rented Goods are suitable for rental. Desotec prepares the listed specifications of the Goods to be rented as accurately as possible. These specifications are nevertheless not binding towards Desotec and differences can never give rise to a damage compensation for the Customer's benefit, suspension of the Customer's payment obligation or dissolution of the Agreement by the Customer.

22.3. Re-rental and subletting to third parties or use at other locations or use for purposes other than those initially envisaged, shall only be possible upon the prior, explicit and written consent of Desotec.

22.4. Unless explicitly agreed upon otherwise in writing, operation and maintenance services of the rented Goods on site are not included in the price.

23. Obligations of the Customer

23.1. During the rental period, the Customer shall use the rented Goods with due care and in accordance with their nature and intended purpose, which, among other things, means that the Customer must carefully read the manual and any instructions prior to using the rented Goods.

23.2. In general, the Customer, in all circumstances, by all means and at its own expense, must respect Desotec's ownership of the Goods and have it respected by others.

23.3. The Customer is obligated to check the quality of the rented Goods on a regular basis. When defects have been identified, the Customer must cease all use of the Goods.

23.4. In the event of defects, damage or reduced effect of the rented Goods, the Customer must immediately inform Desotec in writing. Only Desotec is entitled to (have) repair(ed) the rented Goods. The repair (or having repaired) of a rented Good by the Customer is only possible after written consent from Desotec. As long as the rented Goods have not been returned to Desotec in their original condition, the rental continues to proceed, unless explicitly agreed upon otherwise in writing. In the event of repair, the Customer shall not be entitled to claim any suspension, termination or dissolution of the rental, nor any form of damage compensation for the duration of the non-use or decommissioning. Desotec is entitled to inspect the rented Goods at any time, without Customer objections. The Customer is obligated to grant to Desotec, or its authorised representative, all necessary access and assistance for the performance of this inspection.

23.5. Each mobile filter must be changed at least once per year to allow Desotec to inspect its mobile filter fleet on the inside and outside on a regular basis in order to fully comply with its own quality and safety standards and in order to be able to perform the proper maintenance and, if necessary, the proper repairs.

23.6. The Customer is responsible for integrating the rented Goods into its process, whereby the Customer must take into account all of the operating limits of the rented Goods. Desotec may be consulted for the execution of a risk analysis.

23.7. The Customer shall not make any changes to the Goods, shall respect the Intellectual Property Rights relating to the goods and shall only use the rented Goods for professional purposes.

23.8. The Customer, as custodian and possessor of the Goods, bears all risk for the rented Goods, starting from the day of delivery, throughout the entire rental period and up until the return of the rented Goods to

Desotec, towards any third party and towards Desotec, for all physical, material or non-material damage caused directly or indirectly by the Goods or at the time of the Customer's use of the Goods, irrespective of the cause thereof. The Customer shall indemnify Desotec against any third-party recourse.

23.9. Until the Goods are returned, only the Customer shall be responsible for all risks of damage, theft, loss and partial or complete destruction of the Goods, irrespective of the cause, even in case of pure coincidence or in a case of Force Majeure.

23.10. Any relocation of Filters or use of Filters at other locations or for purposes other than initially foreseen, shall be subject to the explicit written consent from Desotec. The relocation of the Filters, when permitted, must occur according to the industry's best practices and in accordance with Desotec's instructions.

24. Insurance

24.1. Prior to the delivery and until the return of the Goods, the Customer is obligated to enter into a civil liability insurance, including legal assistance, at a first class insurance company that has been adapted to all risks, including breakage, material damage, physical damage, fire, storm, vandalism, theft, explosion, implosion, internal transport, etc., that are associated with the use of the Filters and in accordance with the following amounts:

- I. the minimum insurance value for large filters (> 3 m3 usable volume) is EUR 65,000; and
- II. the minimum insurance value for small filters (≤ 3 m3 usable volume) is EUR 15,000.

24.2. Upon Desotec's first request, the Customer shall provide proof of the required coverages and of the payment of the premiums.

24.3. All premiums, miscellaneous charges, taxes or exemptions regarding this insurance shall be at the Customer's expense. The Customer shall bear the consequences of the insufficiency of the insurance, and shall assume full responsibility in the event the insurer, for any reason, does not intercede.

25. Return of Goods

25.1. The Goods must be returned to Desotec at the end of the rental period undamaged and completely cleaned on the exterior. Cleaning means the cleaning of the exterior in the event Desotec takes back the Adsorption products and cleaning of the exterior and interior in the event Desotec does not take back the Adsorption products.

25.2. In the absence of cleaning or in the event of repair, all costs (work hours and used goods) for the repairs, cleaning or other operations made by Desotec shall be invoiced to the Customer.

26. Miscellaneous

26.1. If a third party were to seize or execute the Goods, the Customer undertakes to (i) immediately inform Desotec, (ii) communicate to the concerned third party that the Goods belong to Desotec and (iii) defend Desotec's rights.

26.2. In the event of a transfer or pledging of the Customer's business, the Customer must make all nec-

essary arrangements in order to ensure that the Goods are not included in the transfer or pledging and in order for Desotec's right of ownership on these Goods to be communicated at appropriate times to the acquiring party or the pledgee.

26.3. In the event that the Goods are placed in a space or at a site that does not belong to the Customer, then the Customer must, before delivery of the Goods, inform the owner of the space or site by registered letter of Desotec's right of ownership on the Goods. Desotec reserves all right to inform the owner itself.

27. Cancellation

27.1. The Agreement or any Order can be cancelled by the Customer before it commences, exclusively in writing. When the Customer cancels a (verbal or written) Order or Agreement, the Customer shall pay a remuneration to Desotec amounting to the internal and external costs incurred by Desotec.

27.2. In the event of cancellation, Desotec is entitled to immediately take back or retrieve the rented Goods at the Customer's expense and all outstanding amounts shall become immediately due and payable.

27.3. In the event of termination of the Agreement based on (i) the non-payment by the Customer of one or more invoices on the due date; (ii) the Customer's failure to comply with the General Terms and Conditions; (iii) the commencement of bankruptcy, liquidation, judicial reorganisation, dissolution or discontinuation of the Customer's activities; and/or a change of control over the Customer, as specified in Article 12 of the General Terms and Conditions, all outstanding amounts shall become immediately due and payable and the Customer must immediately return the Goods to Desotec. If the Customer does not return the Goods at its own initiative, Desotec is entitled to immediately retrieve or collect the rented Goods at the Customer's expense.

27.4. In the event of termination, the Customer must pay restitution to Desotec as compensation in addition to the cancelled and unpaid rent and other amounts, where the amount of restitution shall equal the amount of the remaining rental fees to be forfeited until the end of the agreed rental period, with a minimum of three months' rent, unless agreed upon otherwise by the Parties.

27.5. If the Customer has entered into multiple rental Agreements with Desotec, these Agreements are not severable. Therefore, the termination of one of the Agreements due to a failure by the Customer shall automatically and legally entail the termination of the other Agreements. The decision in this regard is up to Desotec.

CHAPTER 4: PROJECTS

The provisions contained in this Chapter 4 supplement the provisions from Chapter 1, "General", of the General Terms and Conditions and are applicable to all Projects performed by Desotec for the Customer. To the extent that the Projects also include a purchase and/or rental agreement, the provisions from Chapter 2, "Sales", and Chapter 3, "Rental", are both applicable to the respective Agreements. If the provisions in this Chapter 4, "Projects", should differ from the provisions in other Chapters, the provisions in this Chapter 4, "Projects", take precedence.

28. Obligations of the Customer

28.1. The Customer guarantees that all disclosed data within the framework of the Project, including, but not limited to drawings, plans, production data, type of contamination, concentration of contamination, airflows, etc., are correct and specific to the Project to be performed. In any event, Desotec cannot be held liable for any damage that is the result of incorrect information made available to Desotec by the Customer.

28.2. The Customer shall inform Desotec in writing of all applicable company-specific requirements before the start of the Project.

28.3. The Customer shall be exclusively responsible for obtaining in a timely manner the permits that are necessary for the execution of the Project, including, but not limited to, environmental and building permits.

28.4. The intervention of any third parties, other than third parties appointed by Desotec, in the delivery or execution of the Project, always occurs under the sole responsibility of the Customer.

29. Desotec Obligations

Desotec undertakes to perform the Projects to the best of its abilities. The Customer acknowledges and accepts, in accordance with Article 6.1, that the obligations of Desotec are obligations of effort, unless explicitly agreed upon otherwise.

30. Additional Work

Additional work, that is, all acts that are not explicitly stated in the Quote, will be performed at hourly rates, as specified in the Quote.

31. Warranty

31.1. Without prejudice to the provisions in Article 8, and unless otherwise provided in writing, Desotec guarantees the proper functioning of the Goods and customisation that is delivered in the context of the Project, for a period of 12 months after the delivery of the work under the Project (hereinafter the "Warranty Period").

In addition to the exclusions provided in Article 8, Desotec shall not be liable for damage, not even within the Warranty Period, that is the result of internal or external chemical effects.

31.2. Except if a defect should impair the stability of a "large real estate property" and the 10-year liability

in the sense of Article 1792 Civil Code were to apply as an exception, Desotec can no longer be held liable after expiration of the Warranty Period for the defective operation of the Goods or the customisation within a Project (including, but not limited to, damage as a result of (minor) hidden defects related to the work performed).

31.3. Under penalty of expiration, the Customer must report to Desotec, in writing and in detail, all warranty claims, immediately and at the latest within a period of six months after the discovery of the defective operation. Each claim due to the defective operation of the Goods or the customisation within a Project that falls within the Warranty Period shall legally expire if it has not been brought before the authorised court within the aforementioned period of six months after the discovery of the defect.

32. Subcontracting

Desotec is entitled to engage the subcontractors of its choice for the execution of its obligations under the Projects. The Customer will grant access to its sites and buildings to Desotec's subcontractors in accordance with the agreements made with Desotec.

33. Integration

The Customer explicitly acknowledges that the Project's end result depends on more than just the Desotec Services or Goods, including, without being limited to, external factors that cannot be attributed to or foreseen by Desotec and the setup of the Goods by the Customer.

34. Hardship Clause

In the event of a fundamental change in the economic circumstances that results in an unreasonable or disproportionate burden for Desotec in the execution of the Project or one of the Agreements under the Project, the parties shall consult in order to mutually agree upon a fair adjustment of the Project and/or the Agreement.

35. Intellectual Property Rights

All Intellectual Property Rights developed by Desotec in the execution of a Project, including but not limited to copyrights relating to plans, drawings, configurations, implementations, etc., are and shall remain the exclusive property of Desotec. The Customer obtains a personal, non-exclusive, non-transferrable and non-sublicensable right to use such plans and drawings, solely for the purpose of executing the Project, for the country in which the Project is performed and for the legal duration of the relevant Intellectual Property Rights. Under no circumstances may the Customer use or reuse these plans and drawings for other projects (alone or with third parties), without the prior, explicit and written consent from Desotec.