

GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter "General Terms and Conditions") apply without restriction in their entirety to all Agreements (as defined below) entered into by DESOTEC NV (with registered office at Regenbeekstraat 44, 8800 Roeselare, and registered with the Crossroads Bank for Enterprises under company number 0441.856.180), or by any other company of the Desotec Group (as defined below) (the relevant company of the Desotec Group hereinafter "Desotec").

By entering into an Agreement with Desotec, the Customer declares to have read and to understand the General Terms and Conditions in their entirety, and the Customer irrevocably agrees with the content of the General Terms and Conditions and their application to all Agreements and legal relations with Desotec. Unless otherwise agreed between Desotec and the Customer, the Customer hereby expressly and irrevocably waives any applicability of any of its own general terms and conditions, including any clause therein excluding Desotec's General Terms and Conditions.

Desotec shall at all times have the right to amend its General Terms and Conditions which amended version, as it may occur, shall then apply to any and all Agreements entered into afterwards with Desotec.

SECTION 1: GENERAL

The provisions contained in this Section 1 "General" of the General Terms and Conditions shall apply to all Agreements with and Offers sent by Desotec, regardless of their content.

1. Definitions

1.1. **"Adsorption products"**: all products for purification of liquids, air and gases, whether or not impregnated with chemicals, as offered by Desotec.

1.2. **"Agreement(s)"**: (i) any written agreement concluded between, and signed by, Desotec and the Customer, including, but not limited to, agreements for the sale or lease of Goods and agreements for the execution of a Project or the provision of Services; (ii) any Offer accepted by the Customer in accordance with article 3 of these General Terms and Conditions during the validity period thereof; and (iii) any Order explicitly accepted (by means of an order confirmation) by Desotec

1.3. **"Customer"**: any party to whom Desotec supplies Goods and/or Services or for whom Desotec executes a Project.

1.4. **"Desotec Group"**: includes Desotec NV, with registered office at 8800 Roeselare, Regenbeekstraat 44, KBO 0441.856.180 and all present and future companies affiliated or associated with Desotec NV in the sense of articles 1:20 and 1:21 of the Belgian Code on Companies and Associations.

1.5. **"Filter(s)"**: all Desotec filters, both mobile and non-mobile, which through the application of Adsorption products serve for the purification of, inter alia, air emissions, biogas, soil, groundwater, wastewater or chemicals.

1.6. **"Force Majeure"**: any and all circumstances beyond Desotec's reasonable control, including but not limited to fire, explosions, power outages, seismic activity, strikes, stagnation or interruptions in the supply of materials, raw and/or auxiliary materials, floods, special weather conditions, natural disasters, war, (cyber)terror, riots, occupation, governmental measures and pandemics.

- 1.7. **“Good(s)”**: all goods supplied by Desotec to the Customer, including but not limited to Filters, Adsorption products, peripheral equipment (pumps, pipes, switch boxes, etc.), and all related products.
- 1.8. **“Intellectual Property Rights”**: all intellectual property rights, registered or unregistered, including but not limited to trademarks, copyrights, design rights and patents, including but not limited to prosecution, registration and enforcement rights.
- 1.9. **“Large Filters”**: Filters with a usable volume of $> 3 \text{ m}^3$
- 1.10. **“Offer”**: a written offer by Desotec to supply a Good or Service, or to execute a Project.
- 1.11. **“Order(s)”**: a (written) order of the Customer to supply a Good or Service, or to execute a Project.
- 1.12. **“Project(s)”**: all projects whereby Desotec delivers customised work in the form of delivery of Goods and Services on behalf of the Customer.
- 1.13. **“Service(s)”**: the various services Desotec, or parties appointed by Desotec, provides or provide to the Customer, including but not limited to installation services and customised work.
- 1.14. **“Small Filters”**: Filters with a usable volume of $\leq 3 \text{ m}^3$
- 1.15. **“Working Days”**: all days other than Saturdays, Sundays and legal public holidays

2. Applicability

- 2.1. These General Terms and Conditions, together with the content of the Agreement, govern the legal relationship between Desotec and the Customer, with the express exclusion of any general terms and conditions of the Customer.
- 2.2. In case of inconsistency between these General Terms and Conditions and any Agreement between Desotec and the Customer, the provisions of the Agreement shall prevail.
- 2.3. Deviations from these General Terms and Conditions are only possible with the explicit prior written agreement between Desotec and the Customer.

3. Offer

- 3.1. The sending of catalogues, price lists, price estimates, brochures, advertising messages, newsletters and/or any information on the Desotec website can not be regarded by the Customer as an offer to contract from Desotec. The conditions set out in and more general the contents of the aforementioned catalogues, price lists, etc. may at any time be adjusted by Desotec at its full discretion, without prior notice to the Customer.
- 3.2. Unless explicitly stated otherwise, all price indications and price estimates included or mentioned in any Offers, catalogues, price lists, price estimates, brochures, advertising messages, newsletters and/or on the Desotec website are always indicative on Desotec's part and do not bind Desotec in any way whatsoever and can be subject to change given the economic situation.
- 3.3. Furthermore, price indications and price estimates included in any Offer are merely based on information and data provided by the Customer assuming that these are correct. They are only binding on Desotec upon receipt by Desotec of a written confirmation of the relevant Offer by the Customer (pursuant

to the signature thereof by the Customer or confirmation of acceptance by the Customer by letter, fax or e-mail within the validity period of the Offer) (hereinafter the "Confirmation"), without prejudice however to what is set out below. Also any price indications and price estimates included in any Orders shall only bind Desotec upon receipt by the Customer of a written confirmation by Desotec of the Order concerned (by letter, fax or e-mail) (hereinafter also the "Confirmation"), without prejudice however to what is set out below.

Nevertheless, Desotec reserves the right to, even after Confirmation, adjust the prices stated in any Agreement, Offer or Order (or Confirmation thereof by Desotec) (i) in the event of modification of the information or data provided by the Customer, or if such information or data would be incorrect or incomplete; (ii) if prices of the goods purchased by Desotec from third parties would increase or such goods would (temporarily) be unavailable; and/or (iii) in the event of an increase in labour costs, social security contributions, taxes, the price of raw materials, materials and/or transport costs, energy prices or, more generally, the prices of any goods or services purchased by Desotec, whereby the price increase by Desotec, as it may occur, shall be in reasonable proportion to and take into account the price increase concerned. In addition, Desotec reserves the right to correct material errors in any Agreement, Offer, Order or Confirmation.

3.4. Offers are at all times revocable by Desotec up to the moment of Confirmation by the Customer. Offers are valid (subject to revocation) for one (1) month as from the Offer date, unless explicitly stated otherwise in the Offer.

4. Execution and performance

4.1. The Customer acknowledges that the (end) result of the process the Goods and/or Services are used for by the Customer or of the Project, as well as their efficiency, running time and purification level of the Goods and the customized work under any Project, depend on multiple factors characteristic for and/or attributable to the Customer, third parties and/or external factors (including a.o. the environment where the Goods or customized work is installed or set up), or other factors, which are not attributable to or always foreseeable by and/or within the control of Desotec.

4.2. Any and all numerical values and indicative values (including, but not limited to, values relating to the running time or purification level of the Goods and/or the customized work under any Project or to the result or efficiency thereof) indicated in any Agreement or related documents (such as emails, calculations, tests, analyses or documents relating to the Goods/the Project or any pilot versions) are at all times merely indicative and non-binding values and estimates, based on the information and data provided by the Customer and on several assumptions and presumptions made by Desotec in the relationship with the Customer. They do not imply in any way whatsoever, either explicitly or implicitly, any warranty with regard to the Goods or the customized work under the Project, including, but not limited to, the result or the efficiency of the Goods or the customized work or with regard to the running time or purification level thereof and such warranty is never provided by Desotec. As a result, the Customer cannot hold Desotec liable in any way whatsoever for not achieving any particular result or efficiency.

5. Price

5.1. Any and all prices are always expressed in euros and exclusive of taxes, duties and costs of any kind whatsoever, including import duties and any other costs or charges related to custom clearance, unless explicitly stated otherwise.

5.2. Any communicated prices for Goods, Services and/or Projects, always mention transport

costs separately, unless indicated otherwise.

5.3. Desotec reserves the right to, if an Agreement comprises several Goods, Services and/or Projects, to execute and invoice each part thereof separately.

6. Payment

6.1. Unless explicitly stated otherwise in the Agreement and without prejudice to what is stipulated in the second paragraph of this Article 6.1, all Desotec invoices are payable in immediately available funds by means of wire transfer to the account number stated on the invoice by the due date stated on the invoice or, if no explicit due date is stated on the invoice, within a period of thirty (30) days of the invoice date. Any other form of payment (including, but not limited to, payment by cheque or bill of exchange) is not permitted.

In the event however of a change, at any time, in the customer's solvency or creditworthiness (e.g. payment issues experienced by Desotec, cancellation of the Customer's credit limit by Desotec's credit insurance ...), as assessed and determined by Desotec based on its own discretionary judgement, Desotec shall have the right to impose other payment conditions (e.g. partial or full payment upfront, deposit contract, etc.) in deviation of the above and/or of what is stipulated in the Agreement.

6.2. The Customer is not entitled to suspend any payment obligation vis-à-vis Desotec or to set off any amounts owed by Desotec to the Customer.

6.3. Protest of any Desotec invoice must reach Desotec by registered mail within eight (8) calendar days from the invoice date. After the aforementioned period of eight (8) calendar days, the Customer is no longer entitled to protest the invoice concerned, and the Customer shall pay the relevant invoice in accordance with Articles 6.1 and 6.2.

6.4. In the event of non-payment by the Customer of the invoice on the due date, the Customer shall be liable, *ipso jure* and without prior notice of default, to pay default interest on the outstanding amount at the rate of eight (8) per cent on an annual basis, as from the day following the due date up and until full payment. If the period of non-payment is less than one (1) year, this interest shall be calculated on a *pro rata temporis* basis.

In addition, in the aforementioned case, the Customer shall *ipso jure* and without prior notice being required, have to pay to Desotec a fixed compensation of ten (10) percent of the outstanding amount with a minimum of one hundred twenty-five (125) EUR per invoice, even if a grace period was granted and without prejudice to Desotec's right to claim higher compensation.

6.5. Notwithstanding any previously granted payment terms, in the event of non-payment of one of Desotec's invoices on the due date, all amounts still owed to Desotec by the defaulting Customer shall automatically and immediately become due.

6.6. Furthermore, in the event of non-payment by the Customer of any invoice on the due date, Desotec reserves the right, without prior notice of default, to halt any and all further deliveries, leases and/or other Services to or commitments regarding Goods and/or Projects with respect to this Customer until full payment by the Customer to Desotec of all amounts owed, and reserves the right to collect all Goods previously delivered to the Customer and charge all additional costs to the Customer. The Customer explicitly agrees not to obstruct Desotec's exercise of its right of retention, and to grant Desotec access to the site where the Goods are located.

7. Cancellation

7.1. Any Agreement may only be cancelled by the Customer in writing prior to the execution of the Agreement (i.e. prior to the delivery of the Goods or Services to the Customer). In case of cancellation of any Agreement by the Customer, the Customer shall owe Desotec compensation for all internal and external costs incurred by Desotec, without prejudice to what is stipulated in article 30 of these General Terms and Conditions regarding cancellation of an Agreement with respect to the lease of Goods.

8. Delivery

8.1. Unless explicitly stated otherwise in the Agreement, any and all delivery and execution deadlines communicated are merely indicative and non-binding estimates.

They do not imply any guarantee whatsoever on Desotec's part regarding effective delivery or performance times. The Customer acknowledges that the effective delivery/performance of the Goods/Services and/or Projects depends on, and is influenced by, a multitude of internal (a.o. the availability of the Goods, grouped deliveries, etc.) and external (a.o. the environment where the Goods are to be placed, accessibility factors, etc.) factors that cannot always be controlled by Desotec. The Customer cannot hold Desotec liable in any way whatsoever for not meeting any delivery or execution deadlines.

8.2. Unless explicitly agreed otherwise and except for any deviation in these General Terms and Conditions as it may occur, delivery of Large Filters shall be "DPU (Delivered at Place Unloaded)" (Incoterms 2020).

The risk of loss, damage or destruction of the Large Filters shall pass to the Customer as from the moment the Large Filters are delivered to the Customer and unloaded, unless explicitly agreed otherwise.

8.3. Unless explicitly agreed otherwise and except for any deviation in these General Terms and Conditions as it may occur, delivery of all other Goods (other than Large Filters) shall be "DAP (Delivered at Place)" (Incoterms 2020).

The risk of loss, damage or destruction of such Goods (other than Large Filters) shall pass to the Customer as from the moment the Goods are delivered to the Customer, without having already been unloaded, unless explicitly agreed otherwise.

8.4. Should any responsible person /person in charge on the Customer's part not be present at the agreed delivery address and time, making delivery of the Goods reasonably impossible, the costs of a second displacement shall be additionally invoiced.

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

9. Conformity and visible defects

9.1. Any visible defects and established non-conformity of the delivered Goods and/or the (customized work in any) Project must be communicated to Desotec in writing no later than three Working Days after delivery/commissioning including a detailed statement of the established non-conformity and/or visible defects.

9.2. If Desotec no non-conformity or visible defects of the delivered Goods and/or the

(customized work under any) Project are notified to Desotec within the aforementioned term, the Customer is assumed to have accepted the delivered Goods and/or the (customized work under the) Project without reservation, and any claim in this respect on the account of the Customer irrevocably lapses.

9.3. If the Customer detects a non-conformity or visible defects, the Customer may under no circumstances start to use and/or put into operation the delivered Goods and/or the (customized work under any) Project.

9.4. In case of partial non-conformity or defective delivery, the Customer may only return the allegedly defective or non-conforming quantity/Goods and under no circumstances the entire delivery.

9.5. Complaints regarding non-conformity and/or visible defects do not suspend the Customer's payment obligation.

10. Hidden defects

10.1. Desotec's liability for any hidden defects in the Goods delivered by Desotec and/or the (customized work under any) Project is limited to hidden defects that appear within three months from delivery of the Goods or commissioning of the (customized work under any) Project (hereinafter the "Warranty Period"). In any case, any hidden defects must, under penalty of forfeiture of rights, at all times be notified in writing to Desotec immediately and at the latest within eight days after the defect has been detected by the Customer or after the Customer should reasonably have detected the defect, and in any case within the aforementioned period of three months following delivery of the Goods and/or commissioning of the (customized work under the) Project. The notification should contain a detailed description of the hidden defect.

Any claim for hidden defects shall furthermore lapse by operation of law if it is not brought before the competent court within a period of six (6) months from discovery thereof.

After expiry of the Warranty Period, Desotec can no longer be held liable for the defective operation of the Goods sold and/or the (customized work under any) Project (except, as it may occur, if a defect in the context of a Project would affect the stability of a "large immovable work " and the ten-year liability within the meaning of Article 1792 (old) of the Belgian Civil Code would exceptionally apply).

10.2. The Customer bears the burden of proof for any complaint regarding hidden defects.

10.3. If the Customer's complaint is well-founded, Desotec's obligations shall be limited exclusively to what is stipulated in article 12.3, without Desotec being liable to pay the Customer any additional (form of) compensation. If Desotec proceeds to replace or repair the Goods, this shall not imply any acknowledgement of a defect or any liability on the part of Desotec.

10.4. Under no circumstances shall Desotec be liable for hidden defects resulting from, or relating to, the occurrences, situations or damage cases specified in article 12.2.

10.5. Furthermore, the Customer cannot invoke other, non-substantial, deviations that do not affect the functionality and operation of the Goods and/or the (customized work under any) Project. Such deviations cannot be considered (visible or hidden) defects.

10.6. If the Customer discovers hidden defects, the Customer may under no circumstances start to use and/or put into operation the Goods and/or (customized work under the) Project nor continue any use and/or operation thereof.

10.7. Complaints regarding hidden defects do not suspend the Customer's payment obligation.

11. Obligations of the Customer

11.1. The Customer undertakes to fill the Filters only with Desotec's Adsorption products and acknowledges that the Filters are not suitable to be filled with any other third party products.

11.2. Without prejudice to article 22, immediately upon delivery of the Goods the Customer shall ascertain whether the correct Goods have been delivered and whether the Goods are conform to the provisions of the relevant Agreement(s).

11.3. Unless explicitly stated otherwise in the Agreement and except for the handling of Small Filters in order to unload respectively load such Small Filters and put them in place at their *ab initio* envisaged location upon delivery respectively move them from said location to the truck with a view to loading upon collection thereof, only (a carrier acting on behalf of) Desotec is entitled to move or transport Filters, including moving or transporting them after delivery, on or outside the Customer's premises. The Customer is not entitled to move the Filters itself or use delivered Filters at locations (or for purposes) other than those provided for in the Agreement, without the express and written prior consent of Desotec. If Desotec allows the Customer to move Filters, this shall be done by means of a trailer or other means of transport supplied or explicitly approved in writing by Desotec, and in accordance with the rules of good practice and the directions and instructions of Desotec. As it may occur, the Customer undertakes to obtain the instructions of Desotec before actually moving the Filters.

11.4. In the event of collection or exchange of a Filter or other Good by Desotec (or a carrier acting on behalf of Desotec) at the Customer's premises or at a location designated by the Customer, the Customer shall be obliged to indicate the correct Good(s) to Desotec (and/or the carrier). In case of wrong indication or no indication by the Customer, Desotec shall never be liable for the collection or exchange of wrong Good(s).

11.5. The Customer shall indemnify Desotec against any and all third-party claims relating to the use by the Customer of the Goods.

11.6. The Customer shall be solely responsible to obtain in a timely manner any and all permits necessary for the execution of the Agreement, including but not limited to environmental and urban development permits. The Customer is also solely responsible to verify whether the Goods can be delivered and used in their standard design, and, if this is not the case, to notify Desotec of any possible difficulties in this respect (e.g. due to the localisation of the Customer in an area with increased risk of seismic activity).

12. Liability

12.1. The Customer acknowledges and accepts that, in general, all obligations of Desotec vis-à-vis the Customer are obligations of means, unless explicitly stated otherwise in the Agreement.

12.2. Except in the event of fraud or wilful misconduct of Desotec or a fault which affects the life or physical integrity of the person, Desotec shall under no circumstances be liable for:

- Claims by third parties (including any governmental authority) against the Customer based on the Customer's non-compliance with any legal provisions, including but not limited to environmental, spatial planning and safety legislation, or due to the lack of permits;
- The result or efficiency of the Goods, Services and/or the (customized work under any) Project, or of the process the Customer uses the Goods, Services and/or the (customized work under any) Project

for, including but not limited to capacity deviations, deviations in the purification level, deviations in the running time or deviations in the level of security compared to the values referred to in any relevant Agreement(s)

- Leakages, emissions or residues;
- Damage caused by Goods and/or the (customized work under any) Project put into operation by

third parties, or which have been adjusted, treated, processed or manipulated by the Customer or third parties without the prior explicit handwritten consent of Desotec;

- Damage caused by incorrect, improper, incomplete, untimely, negligent, abnormal and/or unauthorised use, repair or maintenance of the Goods, Services and/or (customized work under any) Project by the Customer, by the users at the Customer's premises, by persons for whom the Customer is responsible or by third parties;
- Damage resulting from wear and tear of the Goods and/or the (customized work under the) Project or (internal or external) chemical influences;
- Damage resulting from the environment, the area and/or the circumstances the Goods and/or the (customized work under the) Project are, according to Customer's choice, installed in (e.g. installation in earthquake prone areas or in areas with an increased risk of seismic activity);
- Intangible, indirect or consequential damages including but not limited to loss of profits, loss of turnover, production limitations, administration costs, labour costs, increase of overhead or general costs, reputation damage, loss of clientele, loss of data or claims of third parties.

12.3. In the event of a defective Service, Good and/or (customized work under any) Project, Desotec shall only be obliged to, at Desotec's sole discretion and without Desotec being liable to pay any additional (form of) compensation to the Customer: (1) credit the relevant (partial) invoices relating to (the relevant part of) the defective Service, Good and/or (customized work under any) Project; (2) redeliver (the relevant part of) the defective Service, Good and/or (customized work under any) Project at no additional cost; and/or (3) repair or replace (the relevant part of) the defective Service, Good and/or (customized work under any) Project at no additional cost.

12.4. Without prejudice to the foregoing provisions and limitations, Desotec's liability shall in any event at all times be limited to the amount of the invoice paid by the Customer for delivery of (the relevant part of) the Service and/or (customized work under any) Project, the Good concerned (in case of sale) and/or the total invoiced amount paid by the Customer during the past 12 months for the lease of the Good concerned (in case of lease), with a maximum equal to Desotec's insurance coverage.

13. Force Majeure

13.1. Desotec shall under no circumstances be liable for damage caused by non-execution or the non-timely execution of any Agreements, if this is reasonably impossible for Desotec due to Force Majeure.

14. Intellectual Property Rights

14.1. Unless explicitly stated otherwise in the Agreement, all Intellectual Property Rights relating to the Goods and/or Services and/or created in execution of its commitments under any Projects, including designs, studies, models, drawings, plans, prototypes, samples, scale models, data, and/or any other preparatory documentation, remain at all times the exclusive property of Desotec, even if they were developed at the request of the Customer. The Customer shall only acquire a personal, non-exclusive, non-transferable and non-sublicensable right of use for the purposes of the Customer's own activity, on the Goods or the customized work delivered under the Project, including the plans, drawings and other preparatory documents, for the entire duration of the Intellectual Property Rights concerned. Under no circumstances may the Customer (re)use plans,

drawings or other preparatory documents, for other projects (alone or with third parties), without the prior, express and written consent of Desotec.

14.2. The sale or lease of Goods or Services to the Customer (including sale or lease in the context of a Project) can never result in a transfer of Intellectual Property Rights in respect of the Goods and/or Services to the Customer.

14.3. The Customer is prohibited from reproducing, adapting, modifying, reverse engineering or copying the Goods and/or Services, or parts thereof, in any way whatsoever, or from permitting or encouraging such actions, or in any other way infringing Desotec's Intellectual Property Rights or committing any other act as a result of which those Intellectual Property Rights or the value thereof could be affected or negatively influenced in any way. In connection therewith, the Customer is also not permitted to open any Desotec Filters without the express prior written consent of Desotec and/or to disassemble any Goods for the purpose of reverse engineering.

14.4. The Customer undertakes to return, at Desotec's first request, to Desotec any and all designs, studies, models, drawings, plans, prototypes, samples, scale models, data, and/or any other documents handed over to the Customer.

14.5. If the manufacturing, installation, adjustment or integration of Goods takes place on the basis of or pursuant to drawings, plans and/or data supplied by the Customer, the Customer guarantees that these drawings, plans and/or data do not infringe the Intellectual Property Rights of third parties. The Customer shall defend and indemnify Desotec for and against any and all claims based on any infringement of the Intellectual Property Rights of third parties relating to these drawings, plans and/or data.

14.6. The Customer shall immediately notify Desotec in writing if it becomes aware of any (threatened) infringement of Desotec's Intellectual Property Rights.

15. Confidentiality

15.1. The Customer or Desotec respectively undertake to keep secret any and all data and information received from the other party, of which the Customer or Desotec respectively knows or should reasonably know that they are of a confidential nature (hereinafter "Confidential Information"), and to only use the same for the purposes of executing the Agreement, as long as the Confidential Information reasonably remains confidential. The party receiving the Confidential Information shall only use it for the purpose it has been provided for.

15.2. The Customer acknowledges that in any case all information relating to the Goods, Services and Projects communicated by Desotec to the Customer shall at all times be deemed to be Confidential Information and trade secrets of Desotec, which the Customer shall not disclose to any third party at any time without the express, prior and written consent of Desotec.

16. Termination by Desotec

16.1. Desotec shall be entitled to terminate with immediate effect, without prior notice of default and without judicial intervention, the Agreement with the Customer, including these General Terms and Conditions, at Desotec's sole discretion, in the following cases:

I. The Customer fails to pay (in full) one or more invoices of the Desotec Group on the due date;

II. The Customer does not comply (fully or partially) with the Agreement and/or these General Terms and Conditions;

III. In the event of events or circumstances which make a normal commercial relationship with the Customer unworkable for Desotec and/or as a consequence of which Desotec can no longer be reasonably expected to maintain a normal commercial relationship with the Customer, taking into account, inter alia, the policies applicable within the Desotec Group (such as, for example, the discovery of fraudulent practices of the Customer or within the group the Customer belongs to, or other malpractices such as, for example, environmental infringements, the discrediting of (certain executive officers active within) the Customer or the group the Customer belongs to, etc.)

IV. The Customer is in a state of bankruptcy, liquidation, judicial reorganisation, dissolution or cessation of the activity to which the Agreement pertains, or the Customer is faced with an seizure against the Customer, a request for judicial reorganisation or any other fact indicating the (imminent) insolvency of the Customer;

V. A change of control over the Customer, being a change in the party/parties having the power to exercise (in law or in fact) a decisive influence on the appointment of the majority of the managers or directors, or on the orientation of the policy.

17. Imprevison

17.1. Should a fundamental change in the economic circumstances have as a consequence that the execution of any Agreement implies an unreasonable or disproportionate burden on Desotec, the Parties shall consult with each other to agree on a fair adjustment of the Agreement, without prejudice to Desotec's right to invoke the provisions of article 3.3, if relevant.

17.2. Furthermore, should economic or commercial circumstances make delivery of a certain Good reasonably impossible or unworkable (e.g. as a result of supply chain problems), Desotec shall always be entitled, but without obligation and without prejudice to the right to invoke the provisions of article 16.1 above or article 3.3, to deliver an alternative Good, if necessary, which essentially meets the same product conditions and is of the same general quality as the Good initially provided for in the Agreement, without requiring Customer's prior consent.

18. Languages

18.1. In case of any discrepancy between the English and any other language versions of these General Terms and Conditions, the English language version shall prevail.

19. Severability

19.1. If any provision (or part thereof) of the Agreement, including these General Terms and Conditions, would appear to be unenforceable or contrary to any provision of mandatory law, this shall not affect the validity and enforceability of the other provisions of the Agreement, including these General Terms and Conditions, or the validity and enforceability of that part of the provision in question that is enforceable or does not conflict with a provision of mandatory law. As it may occur, the parties shall negotiate in good faith to replace the unenforceable or conflicting provision (or part thereof) with an enforceable and legally valid provision that most closely matches the purpose and intent of the original provision.

20. No waiver of right

20.1. If, in the event of non-performance or improper performance of one or more obligations by the Customer, Desotec does not (immediately) react or does not (immediately) explicitly claim proper performance or any other right arising from these General Terms and Conditions, the Agreement or the law, this does not imply any waiver or renouncement of Desotec's right to invoke the non-performance, improper performance and/or improperly performed obligation(s) on the part of the Customer later on.

21. Disputes

21.1. Any disputes or disagreements arising in connection with the formation, validity, interpretation or execution of Agreements with Desotec, which cannot be settled amicably, shall be exclusively and definitively settled by the competent courts of the Ghent district, Kortrijk division (Belgium).

21.2. The conclusion, validity, interpretation and execution of any Agreements with Desotec shall be exclusively governed by Belgian law, excluding international private law, the Vienna Sales Convention and all similar or comparable national or international provisions.

Section 2: SALES

The provisions contained in this section 2 supplement the provisions of section 1 "General" of the General Terms and Conditions and apply to all sales of Goods by Desotec to the Customer. Should any provisions in this section 2 "Sales" deviate from the provisions in section 1 "General", the provisions in this section 2 "Sales" shall prevail.

22. Retention of title

22.1. Ownership of the sold Goods shall only pass to the Customer after full payment of the relevant invoices, including payment of the agreed price, costs, interests and any damages.

23. Destination of the Goods

23.1. The Customer is solely liable for the specific use by the Customer of the purchased Goods and/or the purposes for which the Customer uses these Goods, regardless of whether or not Desotec was (or should have been) aware thereof. Consequently, Desotec can in no way whatsoever be held liable for the specific use the Customer makes of the purchased Goods.

Section 3: LEASE

The provisions contained in this section 3 "Lease" supplement the provisions of section 1 "General" of the General Terms and Conditions and apply to all leases of the Goods by Desotec to the Customer. Should any provisions in this section 3 "Lease" deviate from the provisions in section 1 "General", the provisions in this section 3 "Lease" shall prevail.

24. Price and lease term

24.1. The lease prices and lease period are indicated in the Agreement with Desotec. The indicated lease prices do not include the consumption of Adsorption Products.

24.2. Unless explicitly stated otherwise in the Agreement, the lease period commences on the day the leased Goods are delivered in accordance with article 8. The lease of Goods is per calendar day, unless explicitly stated otherwise in the Agreement.

The lease term ends on the day the leased Goods are loaded undamaged on the truck of Desotec (or the carrier acting on behalf of Desotec) upon collection thereof, unless explicitly agreed otherwise in the Agreement.

24.3. If no lease term is indicated in the Agreement or in case of lease for an indefinite period of time, the lease may be terminated by Desotec or the Customer subject to respecting a 1 (one) month notice period

25. Leased Goods

25.1. The leased Goods shall at all times remain the exclusive property of Desotec. The Customer is not allowed to transfer, re-rent or sublet the leased Goods to a third party, or otherwise put the same at the disposal of any a third party in any other way whatsoever or to pledge them or grant any other form of security with regard to the leased Goods, whether free of charge or against payment, without the prior, express, written consent of Desotec.

Even if Desotec consents to any re-rent or sub-letting or any other form of putting at the disposal of any third party by the Customer, the Customer shall at all times remain jointly and severally liable with such third party vis-à-vis Desotec. In this context, the Customer also undertakes to ensure that such third party shall always be bound by conditions that offer (at least) the same guarantees for Desotec as those provided for in the present General Terms and Conditions and in the Agreement between the Customer and Desotec, which commitments shall, as far as necessary, also apply as a clause for the benefit of Desotec (in the sense of article 1121 of the (old) Civil Code).

25.2. In general, the Customer shall in all circumstances, by all means and at his own expense, respect and have respected Desotec's ownership rights with respect to the leased Goods.

25.3. All leased Goods are suitable for lease. Desotec provides the specifications of the Goods to be leased as accurately as possible. However, these specifications are not binding on Desotec and deviations can never be a ground for any compensation of the Customer, suspension by the Customer of its payment obligation or dissolution of the Agreement by the Customer. Article 4 shall apply in full in case of leased of Goods.

25.4. The Customer may not use the rented Goods at any time at any other locations or for any other purposes than provided for in the Agreement, except with the prior, express and written consent of Desotec.

25.5. Unless explicitly stated otherwise in the Agreement, operation and maintenance of the leased Goods on site are not included in the price.

26. Obligations of the Customer

26.1. During the lease period, the Customer shall use the leased Goods with due diligence in accordance with their nature and purpose, which includes, among other things, that the Customer shall read the manual and any instructions before using the rented Goods and shall at all times carefully observe all user instructions issued by Desotec.

26.2. The Customer is obliged to regularly check the quality of the leased Goods. Upon establishing any defects, damage or reduced functionality of the leased Goods, the Customer shall immediately cease all use of the Goods, unless explicitly agreed otherwise in writing by Desotec.

26.3. In case of defects, damage or reduced functionality of the leased Goods, the Customer shall immediately notify Desotec in writing. Only Desotec is entitled to repair the leased Goods or have them repaired. Repair of any leased Good by the Customer is only possible after prior, explicit and written consent of Desotec. As long as the leased Goods are not returned to Desotec in their original condition, the lease (price) shall continue to accrue, unless explicitly agreed otherwise in writing.

26.4. In the event of repair, the Customer cannot claim suspension, breach or dissolution of the lease, nor any form of compensation for the duration of the non-use or disuse of the leased Goods.

26.5. Desotec is entitled to inspect the leased Goods at any time, without the Customer being entitled to oppose to this. The Customer undertakes to grant Desotec, or its representative, all necessary access and assistance to carry out this inspection.

26.6. Each mobile Filter must be exchanged at least once a year, as to allow Desotec to regularly inspect its mobile Filter fleet inside and out, in order to fully comply with its own quality and safety standards, and in order to be able to carry out proper maintenance and, if necessary, proper repairs.

26.7. The Customer is solely responsible for integrating the leased Goods into its process, whereby the Customer must take into account all operating limits of the leased Goods.

26.8. The Customer undertakes not to make any adjustments to the Goods, to respect the Intellectual Property Rights vested in the Goods and to use the leased Goods only for professional purposes and for the initially intended use as notified by the Customer to Desotec within the framework of the Agreement.

26.9. The Customer, as custodian-holder of the Goods, shall bear the entire risk with regard to the leased Goods, from the day of delivery, during the entire lease period up and until return thereof to Desotec, both towards any third party and towards Desotec, for any physical, material or non-material damage caused directly or indirectly by (the use of) the leased Goods by the Customer, whatever the cause thereof may be. The Customer shall indemnify Desotec against any recourse by third parties.

26.10. From delivery of the leased Goods up and until return thereof to Desotec, the Customer is solely responsible for the risks of damage, theft, loss and partial or total destruction of the leased Goods, whatever the cause thereof may be, even in case of pure coincidence or Force Majeure.

27. Insurance

27.1. Desotec recommends the Customer to subscribe, prior to delivery and up and until return of the Goods, an appropriate insurance policy (including legal assistance) with a first rate insurance company, adapted to all risks, including breakage, material damage, bodily harm, fire, storm damage, vandalism, theft, explosion, implosion, etc., that (may) be associated with (the use of) the leased Goods and this, as far as the Filters are concerned, with a minimum insurance value of:

- (i) for Mobicon 2000G5 Filters: 45 kEUR/filter and for other Small Filters: 15 kEUR/filter
- (ii) for Mobicon G5 Filters: 125 kEUR/filter and for other Large Filters: 65 kEUR/filter

All premiums, miscellaneous costs, taxes, or exemptions relating to these insurances are at the expense of the Customer.

27.2. Any insurance taken out by the Customer in respect of the leased Goods shall in no way limit or exclude the Customer's liability towards Desotec. Conversely, the Customer bears the full risk, with regard to both third parties and Desotec, of not taking out adequate insurance

28. Return of Goods

28.1. At the end of the lease period, the leased Goods shall be returned to Desotec undamaged and cleaned. "Cleaned" shall mean, as the case may be, either the cleaning of the exterior only in case Desotec takes back the Adsorption products, or the cleaning of the exterior and interior in case Desotec does not take back the Adsorption products.

28.2. In case of lack of cleaning or in case of damage, any and all costs (working hours and goods and materials used) for cleaning, repair or other work to be carried out by Desotec shall have to be fully borne by the Customer and will be invoiced to the Customer by Desotec.

29. Varia

29.1. Should a third party levy a conservatory or executive attachment on the leased Goods, the Customer undertakes (i) to notify Desotec thereof immediately, (ii) to notify to the party levying the attachment that the leased Goods belong to Desotec, and (iii) to defend and safeguard the rights of Desotec.

29.2. In the event of a transfer or pledge of the Customer's business, the Customer shall make all necessary arrangements to ensure that the leased Goods are not included in the transfer or pledge, and that Desotec's ownership rights with respect to the leased Goods is notified timely to the transferee or pledgee in due time.

29.3. In case the leased Goods are placed in a room, building or on a site not belonging to the Customer, the Customer shall inform the owner of the room, building or site by registered letter of Desotec's ownership rights with respect to the leased Goods, and this before delivery of the leased Goods. Desotec reserves the right to notify the owner itself..

30. Cancellation or termination of the Agreement

30.1. In the event of termination of the Agreement by Desotec or the Customer, all outstanding amounts (including, but not limited to, the outstanding lease fees) shall become immediately due and payable and the Customer shall immediately, and at its own expense, return the leased Goods to Desotec, with the exception of Filters, which Desotec shall (unless otherwise agreed in writing) take back or collect itself at the expense of the Customer. Should the Customer not return the leased Goods spontaneously, Desotec shall be entitled to take back or collect the leased Goods immediately and at the expense of the Customer.

30.2. In the event of a cancellation by the Customer, or termination or dissolution of the Agreement at the Customer's charge, the Customer shall pay to Desotec, in addition to overdue and unpaid rents and other outstanding amounts, a cancellation fee equal to the amount of the lease amounts still due until the end of the agreed lease period, with a minimum of three (3) months' lease, unless explicitly agreed otherwise by the parties.

30.3. If the Customer has entered into several lease Agreements with Desotec, there shall be indivisibility between all of these Agreements, so that the Customer's cancellation of or the termination or dissolution at the Customer's charge or due to Customer's shortcoming of one of these Agreements, may, up to the sole choice and discretion of Desotec, by operation of law entail the cancellation of all other Agreements (in which case the provisions of this article 30 shall apply).

Section 4: PROJECTS

The provisions contained in this section 4 "Projects" supplement the provisions of section 1 "General" of the General Terms and Conditions and apply to all Projects carried out by Desotec for the Customer. To the extent that Projects also include a purchase and/or lease agreement, the provisions of section 2 "Sales" and/or section 3 "Lease" shall apply to the respective Agreements together. If should any provisions in this section 4 "Projects" deviate from the provisions in other sections, the provisions in this section 4 "Projects" shall prevail.

31. Obligations of the Customer

31.1. The Customer guarantees that all information made available and provided by it to Desotec in connection with the Project, including but not limited to drawings, plans, production data, dust type, dust concentration, air flow rates, etc., is correct and specific for the Project to be executed. Under no circumstances shall Desotec be held liable for any damage resulting from incorrect information made available to Desotec by the Customer.

31.2. The Customer undertakes to inform Desotec in writing prior to commencement of the Project of all applicable company-specific regulations that are or may in any way be relevant in the context of the Project.

31.3. The Customer is exclusively responsible for obtaining in a timely manner any and all permits necessary for the execution of the Project, including but not limited to environmental and urban development permits.

31.4. The intervention of any third parties, other than third parties appointed by Desotec, in the delivery or execution of the Project shall always be under the exclusive responsibility and liability of the Customer.

32. Obligations of Desotec

32.1. Desotec undertakes to carry out the realisation of the Project to the best of its ability. The Customer acknowledges and accepts in accordance with Article 12.1 that Desotec's commitments are obligations of means, unless explicitly stated otherwise in the Agreement

33. Additional works

33.1. Any additional works, i.e. all work not expressly mentioned in the Agreement, will be executed at stage prices, as stated in the Agreement or, by lack thereof, as communicated by Desotec to the Customer.

34. Subcontracting

34.1. Desotec shall be entitled to call upon subcontractors of its choice for the fulfilment of its obligations under the Projects. The Customer shall grant all subcontractors of Desotec access to its premises and buildings in accordance with the arrangements made with Desotec.