

## **TERMS OF SALE**

The below terms of sale are only valid for the customers of the entities Televic Group NV, Televic Healthcare NV, Televic Conference NV, Televic Rail NV, and Televic Education NV. To request the terms of sale of the other Televic entities, please contact us.

### **General terms and conditions**

1. Option: our quotes are valid for a maximum term of 2 months.
2. Our representatives have no authority to commit to any undertakings on our behalf.
3. Prices: unless otherwise stated, the prices indicated are net for the delivery of materials, departing from our warehouse or workshops.
4. Residence: all of our sales are regarded as having been concluded in 8870 Izegem.
5. Price increases: in the case of wage rises or an increase in raw material prices, we retain the right to increase our prices over the course of contract term.
6. Delivery times: shall only be given as an indication and shall be honoured whenever possible. Unless there is a specific written agreement indicating otherwise, no compensation shall be claimable for late delivery.
7. Reminders and guarantee: the goods shall always be regarded as having been received in our workshops and shall be considered to have been definitively purchased upon departure. We guarantee our deliveries for one year against any deficiencies in manufacture, on the understanding that this guarantee is limited to the free replacement in our workshops of the defective element, and that this will become the property of the supplier. No other agreements can be made, even in the event of serious errors.
8. Packaging and shipment: All transport shall take place at the risk of the buyer, even if this involves postage-paid shipment. In the case of damage or loss of goods, the buyer must exercise his rights vis a vis the transport company. The delivery at the location, whether this is postage-paid or not, shall be made by lorry at a location that may be accessed by such vehicles.

9. Assembly: the materials may be assembled by us at the delivery location, at a cost to the buyer. The latter shall provide the supplier all of the necessary resources and tools required for this. A secure room must be provided by the supplier to the assembly personnel, where instruments and small items can be stored. This room must not be damp and must offer the necessary heat and light. In the event of contracted assembly, all additional costs due to delays which are outside the scope of the supplier, e.g. delays in finishing the rooms, the foundations, the provision of materials, etc. shall be charged as supplementary to the established prices. We are not liable for damage caused as a result of assembly, not even in the case of gross negligence by our representatives or the party we have appointed to carry out assembly.

10. Accidents and insurance: in the event of accidents that could occur at any moment and in any circumstances, the supplier's responsibility shall be limited to his own personnel and material supplied. The supplier shall refuse any responsibility for accidents that could occur during assembly at the installation of the buyer. The latter shall insure his equipment against fire and theft from the shipment onwards.

11. Invoices: all taxes, current or future, are for the account of the buyer.

12. Payment: unless agreed otherwise in writing, all payments shall be made by bank transfer to our accounts:

Televic Group NV: IBAN BE89 5522 9759 0085

Televic Healthcare NV: IBAN BE30 5645 1416 0311

Televic Conference NV: IBAN BE19 5645 1416 0412

Televic Rail NV: IBAN BE08 5645 1416 0513

Televic Education NV: IBAN BE51 0688 9472 1862

SWIFT GKCC BE BB at the latest on the date of invoice expiry and without us having to send reminders or bank statements. If a delivery or commissioning process encounters delays that are outside our control, the buyer undertakes to make the payments in accordance with the materials that are put at his disposal in our workshops. In the event of non-payment by the expiry date, the sums owed shall be lawfully and without prior notification, increased by delayed payment interest of 12% per year. In addition, and in the event of non-payment on the expiry date, compensation shall also be owed; this is fixed at 10% of the invoice amount with a minimum of 49.60 EUR and a maximum of 1,487.40 EUR.

13. Cancellation: all orders may be lawfully cancelled by the vendor. In the event of the buyer failing to fulfil his commitments, particularly non-compliance with payment conditions, the vendor may claim conditional damages from the buyer if there is cause to do so. In general, any change in the financial situation or the creditworthiness of the buyer, such as a creditors' arrangement, bankruptcy, payment delays after expiry date, protests, etc. shall entitle us to immediately cancel any orders placed, or the balance of orders, or to demand the appropriate guarantees in this regard.

14. Ownership conditions: the goods remain our property until full payment has been received. The risks are for the account of the buyer once the goods have left our workshops. Any advances paid may be regarded as compensation and interest.

15. Force majeure: incidents of force majeure shall lawfully relieve us, without any compensation being owed, of the obligation to fulfil ongoing orders or agreed delivery terms from the day of the relevant event. Force majeure is understood to include any unforeseen situation that prevents the fulfilment of our obligations.

16. Hardship clause: incidents of hardship shall lawfully relieve us, without any compensation being owed, of the obligation to fulfil ongoing orders or agreed delivery terms from the day of the relevant event, unless there is a mutual agreement to amend the ongoing orders or the agreed terms. Cases of hardship shall be understood to include: events that hinder the fulfilment of our obligations or make this more expensive such that the balance of the contract is unreasonably impacted. Hardship is understood to relate to circumstances such as; fire, flooding, machinery breakdown, lack of fuel or electricity, wars at home or abroad that hamper the provision of raw materials, insurrection, strikes, lock-outs, interruption to the railway transport systems, water or roads. In summary, anything that could obstruct or hinder production or shipment.

17. Disputes and law: in order to be considered, any disputes must be addressed to us in writing within ten days of delivery. Our responsibilities hereby shall be limited to the replacement of any defective components. The quantities indicated in our workshops are the only quantities that shall be considered for the creation of accounts. Materials may not be returned to us unless there has been prior, written agreement. All disputes, of whatever nature, shall only be settled by the court in Kortrijk, notwithstanding any condition to the contrary. Belgian law shall apply. The acceptance of cash, cheques, etc. in payment shall not relate to any deviation in relation to this clause.

18. Amendments: amendments to any of the above articles shall have no further impact on any other conditions. Any amendment must be contained within a written clause.

19. Acceptance of our general sales conditions: the present general sales terms and conditions are an essential part of all sales contracts. It shall be assumed that the buyer has taken cognisance thereof and thus accepts these sales conditions. Any contradictory provisions that are presented unilaterally by the buyer (e.g. on his/her order form) and not specifically accepted by us, shall be disregarded and shall not be applied to the relevant agreement.