

## Terms and conditions

### 1. Object

These terms and conditions define, without prejudice to the application of special terms and conditions, the respective obligations of the contracting parties on the occasion of the sales and services provided by Power Lube Control LLC, in short PLC, for the benefit of its customers.

By concluding a contract with PLC, the customer expressly acknowledges having read, understood and accepted these terms and conditions. In doing so, the customer waives his own terms and conditions.

The failure to invoke, at a given time, provisions of these terms and conditions, can never be considered as a waiver to invoke them later.

PLC reserves the right to modify these terms and conditions. These shall be applicable to any service entrusted by the customer after communication to him of the modified terms and conditions.

### 2. Validity of the offer

The offer shall be valid for the period mentioned therein or, if a deadline is not specified, for thirty calendar days from the date of the offer.

Any modification or addition to the initially issued offer shall be the subject of an amendment or a new offer.

### 3. Contract formation

The sales contract binding the customer to PLC shall be deemed perfect after:

- the customer has placed a written order with PLC;
- PLC has acknowledged receipt in writing of this order to the customer and has accepted it;

In any case, when an offer issued by PLC is followed by the beginning of the execution, unreservedly and without immediate opposition from the customer, the services provided by PLC shall presume the agreement of the customer on the issued offer.

In the event of cancellation – total or partial – of the order, PLC reserves the right to claim compensation of an amount equal to thirty percent of the agreed amount of the sale of products.

The order can no longer be canceled from the beginning of the execution of the services or the delivery of the product, except for the customer to pay for all the services. At the time of conclusion of the contract, PLC may require the payment of a deposit.

PLC is only legally bound by the persons statutorily authorized to engage it or by a holder of a written mandate.

### 4. Price

Unless otherwise stipulated, the prices mentioned in the offers are in Euros, excluding VAT, taxes, customs duties and other similar charges which would be due as a result of the execution of the contract.

In general, the prices set between the parties for the products/services provided by PLC relate exclusively to what has been mentioned in the order. Any modification/supplement to this order may result in an increase in the price.

Notably:

- Any certificate, report, control, test or other document requested by the customer but not expressly specified in writing when concluding the contract shall be subject to additional invoicing;
- costs for travel, accommodation, meals and all incidental costs are never included in the estimates or offers (even at fixed prices) negotiated by PLC. These costs shall be invoiced in addition to the customer;
- If the obligations of the customer and/or PLC under the contract are extended or reduced after receipt of the offer by the customer due to the promulgation or amendment of a law or a decree, regulation or statutes having the force of law, the contract price and the delivery time shall be adjusted accordingly;

### 5. Deadlines – Delivery – retention of title

It shall always be taken into account that PLC is dependent on its suppliers for raw materials and commercial supplies.

The mentioned delivery times are indicative; they run from the date of the perfect formation of the contract as stipulated in article 3 and after receipt of the deposit that would be provided. In case of delay, the customer shall be informed of it as soon as possible; this possible delay cannot give rise to the termination of the contract or to any compensation for the benefit of the customer.

Any modification or extension of the order at the beginning or during the execution shall lead to the modification of the delivery times which shall be determined by PLC,

without this delay being able to give rise to the termination of the contract or to any compensation.

The delivered products remain the property of PLC until full payment of the price. The transfer of risks relating to these products takes place upon delivery at the address indicated in the order.

### 6. Payment

Unless there is a written derogation, the contract price is payable as follows:

- 40% when ordering;
- balance within 30 days from the invoice date;

In the absence of payment of the invoices within the agreed time limits, the customer shall be liable, automatically and without prior formal notice, of default interest calculated at the rate of 10% per year from the invoice date until full payment, increased by a fixed compensation of 15% with a minimum of € 250, without prejudice to PLC's right to demand higher compensation. In addition, PLC reserves the right to suspend the execution of the current contract or to notify its termination to the customer by registered letter. All taxes in general are payable exclusively by the customer.

Any complaint relating to the invoices must be addressed to PLC within 8 days of their issue by registered letter stating the precise reason for the complaint. In the absence of a reasoned complaint, the invoice and the related services shall be considered as unreservedly accepted.

### 7. PLC's obligation

PLC shall take all necessary care to fulfill its commitments. PLC shall be bound by an obligation of means in this regard unless the context requires an obligation of result and this obligation has been expressly mentioned in the offer.

PLC may subcontract all or part of the execution of the service. In any event, PLC shall remain liable to the customer for the proper execution of the work thus subcontracted, unless the subcontractor has been chosen by the customer himself.

PLC shall execute its commitments on the basis of the information provided by the customer; it cannot be held liable for any damage caused due to the lack of information provided by the customer. PLC shall not be obliged to repair the damage which is the result of a direct or indirect fault of the customer.

### 8. The customer's obligation

The customer undertakes to collaborate with PLC throughout the duration of the execution of the contract, in order to facilitate and improve the quality of the services as defined in the order. To this end, the customer shall provide, without delay, any clarification, explanation, documentation that is useful for the execution of the services, and in particular any information relating to safety, and shall respond diligently to any questions from PLC.

The customer agrees to share with PLC:

- all the elements that are useful to determine what type of product the customer requires;
- all useful information, whether technical or legal, before the beginning of deliveries or services executed by PLC;
- all changes in the elements referred to above;

The customer alone shall bear the consequences of any breach of the obligation described above and undertakes in particular to compensate PLC at the minimum rate of € 95 excluding VAT per hour for each hour lost by PLC staff due to a breach of this obligation.

The customer undertakes to comply with all legal and ethical requirements and to comply with appropriate laws.

### 9. Non-poaching

The customer is prohibited from recruiting, employing or occupying, directly or via an intermediary, PLC employees throughout the duration of the assignment as well as for a period of 1 year from the date of termination of the assignment.

This clause shall apply even in the event that the solicitation is at the initiative of said employee. In case of violation of this clause, the customer irrevocably and automatically undertakes to compensate PLC up to an amount of € 25,000 per worker without prejudice to PLC's right to demand higher compensation.

### 10. Prohibition of transfer

The customer shall not be entitled to transfer his rights or obligations under these terms and conditions without PLC's prior written consent.

## 11. Non-exclusivity

The customer declares to have been informed of the fact that the existing relations between PLC and himself are totally non-exclusive and cannot be exclusive in any case. PLC expressly reserves the right to execute the same services for other customers.

## 12. Intellectual rights - confidentiality

PLC guarantees that the products or services as referred to in the order and their use do not infringe any intellectual right (patent, trademark, copyright, etc.).

Neither PLC nor the customer is authorized, both during the contract and after its termination, to provide a third party, without the prior written consent of the other party, with information received within the framework of this contract.

These restrictions shall not apply:

- if the information is in the public domain;
- in the interest of PLC, including for promotional purposes, without indicating the precise content of the order;
- If necessary for PLC's insurers and legal advisers or a third party, when required by the courts and tribunals, by law in its broad sense or by an administrative authority;

## 13. Guarantee and limitations of liability

### 13.1

PLC products are maintenance assistance tools that must be used according to the standards set out in the user manual given to the customer.

PLC products are guaranteed against any hidden manufacturing defect for a period mentioned in the product warranty certificate from the date of reception. This guarantee will consist of bringing back into conformity or replacing only the faulty parts if it is impossible to bring back into conformity. PLC remains the owner of the parts replaced within the framework of its intervention under warranty.

This warranty does not apply if the defect results from a case of force majeure, from the intervention of the customer or a third party, if it turns out that the manufactured equipment was not stored by the customer under the conditions required for its intended purpose or normal use, or has not been used in compliance with the instructions, descriptions, plans, user manual.

Commercial equipment integrated by PLC into its products benefits exclusively from the warranty granted by the manufacturer.

### 13.2

PLC cannot be held liable for the payment of compensation for non-contractual liability.

PLC is not liable for any damage caused to goods or for losses related to professional activities of the customer or third parties such as, notably, any loss of production, loss of earnings, loss of contracts, loss of opportunity or loss of data.

PLC is in no way liable for the defect and its consequences resulting from non-compliance with said user manual, from a lack of maintenance of the machines by the customer or from his fault or that of his servants or agents.

PLC can in no way be held liable for any action or penalties applied to the customer and resulting from a failure of the customer in his obligation to provide correct and relevant information relating to PLC products. In addition, the customer agrees to compensate, defend and hold PLC harmless against any liability, loss or expense and claim made against or imposed on PLC resulting from such failure of the customer.

### 13.3

PLC cannot be held liable for any failure or delay in the execution of its obligations or even the impossibility of executing its obligations resulting from a case of force majeure or an event that is beyond its due diligence - without it being required that these cases or events be unforeseeable - and making the execution of its obligations impossible or more onerous with regard to the scope of the non-executed obligations. The following events shall in any case be considered as force majeure: acts of a third party, mobilization, requisition, embargo, insurrection, war, exodus, riot, partial or general strike, lock-out, epidemic, measure of authority, import or export restrictions, more than 20% increase in the cost of raw materials, fire, flood, excessive temperature or humidity, accident or equipment failure, shortage of raw materials, labor work or energy, delay or damage during transport, a manufacturer's error, whether these events affect PLC or its suppliers or subcontractors.

In the event of force majeure, PLC shall not be liable for any compensation of any kind to the customer, who shall not be able to request the termination to the sole prejudice and detriment of PLC on this ground. The customer remains liable for the payment of the already executed services until the written communication to the customer by PLC of the grounds for exemption.

### 13.4

In any case, considering that PLC is held liable:

- Its liability may not exceed an amount equal to the amount paid under the contract.
- PLC may only be held liable as a legal person within the framework of this contract. The customer expressly waives the right to invoke in any way the liability of an employee, officer or shareholder of PLC or of another company, even in cases of negligence, proven fault as well as in all other cases.

## 14. Personal data

Any personal data collected by PLC shall be used and processed in accordance with the Data Protection Regulation 2016/679 ("GDPR"). PLC undertakes to take the technical and organizational measures necessary to ensure the confidentiality of personal data communicated to it by its customers or by third parties. The customer undertakes to respect the same obligations when transmitting personal data belonging to third parties to PLC.

## 15. Termination of the contract

PLC may terminate any contract immediately, without formal notice and without any formality other than notifying the customer of its decision by registered letter, in the following cases:

- if the customer breaches his obligations under the contract and fails to remedy said breach within thirty days from the date of the written notification from PLC informing the customer of the existence of said breach;
- in the event that the customer is subject to bankruptcy, judicial reorganization or any other similar proceeding;
- in case of cessation of activities or the liquidation or dissolution of the customer or of the customer's company;
- in case of a temporary suspension of more than three months of the execution of PLC's obligations either requested by the customer or dictated by the occurrence of a case of force majeure;
- in case of non-execution by the customer of one of his obligations due to force majeure.

In case of termination of the contract, attributable to the customer, he shall be liable for compensation equal to thirty percent of the non-executed services as a loss of fixed profit in addition to the payment of the already performed services, the penalty clauses and interest.

## 16. Miscellaneous

No defect or delay in the exercise of a right shall result in the waiver thereof and the partial exercise of a right does not prevent its subsequent exercise or the exercise of any other right.

The possible nullity of a clause of these terms and conditions does not affect the validity of the other clauses. In the event that this nullity affects the very nature of the sales contract, the two parties shall endeavor to negotiate immediately and in good faith a valid replacement clause.

Only the French version of these terms and conditions is legally binding. Any translation is provided for informational purposes only.

The parties are legally independent of each other. In all cases where PLC has to provide services at a customer site, the PLC staff assigned to these missions remains under PLC's exclusive authority. It is only with regard to PLC that a relationship of subordination exists, between PLC and its staff. PLC workers shall therefore never be subject to the authority of the customer or of his representatives, even when those workers perform services for the customer.

## 17. Applicable law

The Contract is subject to Belgian law

Any dispute relating to the formation, execution or interpretation of these terms and conditions of sale, as well as to all contractual relations to which these terms and conditions apply, fall under the exclusive jurisdiction of the courts of Walloon Brabant.