

SPANTECH GENERAL TERMS AND CONDITIONS OF SALE

Date of last revision: 10 December 2021

1. OVERVIEW

The sale of any products or goods, structures, boxes, tents or other objects (each a "**Product**"), by Spantech International NV/SA, whose registered office is located at 1030 Schaerbeek, Diamantlaan, 156, registered with the Brussels register of legal entities under number 0849.280.728, or one of its subsidiaries, namely Viewbox International SA/NV, Spantech SAS, Spantech GmbH and Spantech Far East Ltd ("**Spantech**"), to any client (the "**Client**"), is governed by the present general terms and conditions of sale (the "**General Terms and Conditions**").

The General Terms and Conditions are the only applicable terms and conditions and exclude any general and special terms and conditions of the Client, unless they are expressly, in writing and in advance accepted by Spantech.

Certain Products on the website and in any brochures or advertising statements of any kind may differ slightly from the actual executions in terms of weight, dimensions, colours, performance, quality characteristics, etc. The information on the website, and in any advertising material is purely indicative and does not constitute a contractual offer that may bind Spantech. Please contact us for precise information regarding prices, product specifications, delivery times, general terms and conditions of sale or rental and the extent of our guarantees.

2. QUOTATION

Upon reception of a request from a Client, Spantech shall as soon as reasonably possible either (i) provide the Client with a quotation or (ii) ask for additional information which would be required to issue a quotation.

The quotation shall include the following information:

- (i) the description and technical specifications of the Product(s) that the Client wishes to buy (it being specified that the actual Product(s) and their technical specificities, such as weight, colour, dimensions, etc. may slightly deviate from the information contained in the quotation);
- (ii) the price of the Product(s). Unless stated otherwise in the quotation and specifically requested by the Client, said price does not include VAT, transport, shipping, delivery charges, packaging costs, civil engineering blocks, electric installation, any interior layout, assembly costs nor any other service or supply not expressly mentioned. Any taxes generally due as a result of the sale contract (including customs fees), as well as all costs and fines arising from

- the Client's failure to comply with one or several of its contractual or extra-contractual obligations, shall be borne by the Client;
- (iii) an estimate of the delivery terms.

Upon specific request from the Client, the quotation may also include the price, description and, as the case may be, technical specifications, of any service(s) or material(s) other than the Product(s), requested by the Client.

Any other information contained in the quotation shall be for indicative purpose only.

The Client expressly understands and accepts that Spantech has the right to make any adjustments to the quotation it would deem necessary or useful to improve the Product(s), or which would be the consequence of technical or material constraints.

3. ENTERING INTO OF THE AGREEMENT

The agreement between the Client and Spantech shall be entered into pursuant to the terms of the quotation and the General Terms and Conditions, upon the Client's agreement thereon.

Once said agreement is given by the Client to Spantech, a first deposit of 35% of the price specified in the quotation and as detailed in article 5 below must be immediately paid by the Client. Said deposit is not reimbursable in case of cancellation by the Client.

Any quotation issued by Spantech has a validity period of fourteen days. If the Client has not given their agreement on the quotation within this period, the latter shall be deemed void and Spantech shall issue a new quotation.

The Client must provide Spantech with all necessary technical information requested by Spantech which shall only then start the drawing of the technical plans. Upon validation and signature of these plans by the Client, Spantech shall start the production and manufacturing of the Product(s).

Spantech shall make its best efforts (obligation of means) to deliver the Product(s) within the periods mentioned in the quotation (it being understood that said periods only start after the Client has paid the deposit, has provided the necessary technical information requested by Spantech and has signed and validated the plans provided by Spantech).

Spantech reserves the right to request a proof of the Client's solvability at any moment before the full payment of the Product(s)' price.

Any specific request for further services or products shall be made in writing by the Client and shall be subject to a separate quotation or invoicing.

As from the date of entering into of the agreement, the prices shall remain binding for Spantech unless in case of force majeure or if by reason of the Client wish, negligence or failure whatsoever, Spantech is not able to deliver the Product(s) within three months. In said case, and without prejudice to any other sanction provided by the General Terms and Conditions or by the law, Spantech reserves the right to make changes to the agreed prices if raw material prices, wages, transport costs, tax rates or other cost factors with a direct effect on Spantech's calculation change by the time the order is executed.

4. TRANSPORT, DELIVERY AND ASSEMBLY

4.1. Transport

Once the Product(s) is/are available for delivery, Spantech will inform the Client and ask the Client whether the Product(s) should be delivered onsite or at Spantech's warehouses.

Should the Client opt for the onsite delivery, it shall indicate in writing the time and the exact location where it wishes the Product(s) to be delivered and ensure that the delivery site is suitable for said delivery (e.g. road system to the site and easy access of heavy vehicles).

Upon request, Spantech shall provide the Client with a quotation for the transportation costs, it being understood that all transport, insurance or handling operations are at the Client's expense and risk. The Client may ask Spantech to use a specific transportation system or provider should it wish to.

4.2. Delivery

In case of delivery organised by Spantech, the Client or one of its authorized representatives must be present onsite for the delivery of the Product(s). It must indicate the exact location for the delivery of the Product(s).

The Client must check the conformity and integrity of the Product(s) for potential visible defects upon delivery and exercise, if necessary, its recourse, immediately and in writing, against the carriers and/or against Spantech and refuse the delivery of said Product(s). Failing to do so, the Client shall be deemed to have accepted the Product(s) and shall have no further ground to complain in this respect about any apparent/visible defect.

4.3. Assembly

Upon request, Spantech shall provide the Client with a quotation for the assembly costs and, upon acceptance by the Client of said quotation, take care of the assembly of the Product(s) onsite. The quotation price provided for the assembly is calculated based on a standard assembly process with easy access. A final price shall be provided upon the first visit onsite by a representative of Spantech. Said price does not

include the development of the surroundings of the ground, the levelling of the ground, the concrete slab to be installed (which should resist the weight of the assembly machines, up to 7 tons) and its protection nor the road system or generally any particularity except if expressly mentioned in the quotation.

Should Spantech assemble the Product(s), the following obligations must be complied with by the Client, at its own costs, at the latest upon delivery. These are all obligations of result on the Client's part.

Without prejudice to any other provision in the following subsections, failing to comply with any of these obligations entitles Spantech to not deliver or assemble the Product(s), and/or store the Product(s) at the Client's costs and risks and/or rent or sell it/them to other clients, it being specified that in any such case the total sale price remains due by the Client. Furthermore, the Client will be exclusively liable for any damage, loss, cost or prejudice whatsoever, incurred by any natural or legal person and which could have been avoided should the assembly obligations have been complied with. In particular, it shall indemnify Spantech and any of its representatives, employees, workers, etc., for any prejudice they incur and hold the same harmless of any liability and/or damages relating thereto.

4.3.1. Obligation to obtain authorisations, permits or any other documents imposed by the authorities

The Client must obtain the authorisations, permits and any other documents imposed by the authorities for the placement of the Product(s), the interior layout of the Product(s) and the location of exits, emergency lighting and/or fire extinguisher.

4.3.2. Obligation to check the underground and to communicate a detailed plan

The Client acknowledges that the assembly of the Product(s) involves certain technical requirements, among others in terms of fixation of part or all of the Product(s) to the ground, with notably some fasteners that may go down to two metres under the surface of the ground. It is hence of the utmost importance that the Client ensures that the underground of the land where the Product(s) will be assembled does not contain any obstacle such as cables or conduits.

As Spantech is taking care of the Product(s)' assembly, the Client undertakes to send a detailed and accurate plan of the underground at least eight days before the date of installation, by email to their contact person for Spantech with acknowledgment of receipt.

4.3.3. Obligation to check the size of the land

The Client has the obligation to verify that the land intended to accommodate the Product(s) is sufficiently large. Spantech cannot be held liable if the Product(s)

cannot be erected due to a miscalculation on the part of the Client.

4.4. Transfer of risks

The risks are transferred to the Client:

- (i) in case of delivery at Spantech's warehouse, upon delivery;
- (ii) in case of onsite delivery, if Spantech deals with the assembly of the Product(s), upon completion of said assembly;
- (iii) in case of onsite delivery, if Spantech does not deal with the assembly of the Product(s), upon delivery.

In any event, the Product(s) shall always be at the risks of the Client during transportation.

If the Client does not take delivery of the Product(s), the transfer of risk takes place when the Client should have taken delivery of the Product(s) and the Product(s) may be stored at the Client's costs and risks or rented and/or sold to other clients.

5. PAYMENT TERMS

A deposit of 35% of the sale price specified in the quotation must be paid upon acceptance of said quotation by the Client. The balance (65%) and any other charges that may be applicable, must be paid on the dates specified in the quotation or, if nothing is specified, upon delivery of the Product(s).

Each invoice is payable in euros and at the head office of Spantech International SA/NV, namely at 1030 Schaerbeek, avenue du Diamant, 156.

Any invoice unpaid on its due date shall automatically and without notice of default entail the payment of late payment interest of 12% per year from the due date until full payment.

In addition, any invoice unpaid on its due date shall automatically and without formal notice entail the payment of a flat-rate penalty clause at a rate corresponding to 15% of the unpaid invoice with a minimum of 75 euros.

If payment is not made within the time limits set out above, Spantech may, as of right and without notice of default, at its sole discretion, (i) refuse to deliver the Product(s), (ii) refuse to assemble the Product(s) or (iii) proceed with the dismantling of the Product(s) if it has already been assembled.

6. RESERVATION OF OWNERSHIP

The transfer of ownership of the Product(s) by Spantech to the Client shall only take place upon payment of the complete price by the Client, including

any interest fees or potential indemnities to be paid by the Client. In the event of non-payment of the price or part of the price on the agreed due date, Spantech reserves the right to request the return of the entire Product(s). The Client may not oppose the return of the Product(s) on the grounds of partial payment of the price.

Notwithstanding the absence of transfer of ownership, the transfer of risks shall take place as detailed in article 4.4 and the Client shall remain solely liable in the event of non-return of the Product(s) for any reason whatsoever, including theft or any case of force majeure. It is the Client's responsibility, as they expressly acknowledge by accepting these General Terms and Conditions, to take, at their own costs and risks, all insurance covering the Product(s) and, as the case may be, the replacement value of the Product(s) until the transfer of ownership takes place.

7. WARRANTY

7.1. Visible defects

The Client must check the conformity and integrity of the Product(s) for potential visible defects upon delivery and exercise, if necessary, its recourse, immediately and in writing, against the carriers and/or against Spantech and refuse the delivery of said Product(s). Failing to do so, the Client shall be deemed to have accepted the Product(s) and have no further ground to complain in this respect about any apparent/visible defect.

7.2. Latent defects

Spantech guarantees the Product(s) against latent defects that Spantech was aware of, that existed at the time of delivery and that would render the Product(s) unfit for the use for which it is intended, or that so diminish this use that the Client would not have acquired it or would only have paid a lower price for it if it had known about them. Should a Client discover a latent defect, the Client must immediately inform Spantech thereof within a maximum of five days.

The guarantee offered by Spantech is limited to the replacement of the parts recognised as defective (any other costs, charges or damages being excluded). Spantech guarantee does not cover apparent defects, which the Client could or should have been aware of at the time of delivery, or hidden defects that Spantech was not aware of at the time of sale.

7.3. Legal warranty of the Product(s) for consumers (defects of conformity)

The Client who is a consumer benefits from a legal warranty of two years (starting on the Product(s)' delivery date) for all defects of conformity that existed at the time of delivery and appeared within these two years. This warranty includes the repair or replacement of the defective Product(s), at no cost for the Client who is a consumer. If, however, this repair

or replacement is impossible, disproportionate for Spantech or would cause serious inconvenience to the Client, an appropriate reduction or refund may be offered to the Client, subject to the return of the defective Product(s) by the latter.

The Client is obliged to inform Spantech in writing of the existence of the lack of conformity within a maximum period of two months from the day on which the defect was discovered, otherwise losing their right to formulate a complaint.

This warranty does not apply in the event that the defect is the result of incorrect use (particularly with regard to the instructions provided by Spantech), external causes, force majeure, poor maintenance, normal wear and tear, any fault committed by the Client or a third party, modification of the Product(s), repair of the Product(s) by the Client or by a third party not approved by Spantech or any use that does not comply with Spantech's instructions.

8. LIABILITY

The Client expressly agrees to hold Spantech harmless against all liabilities, claims and damages of or to the Client itself or any third party, due (i) to imperfect installation, improper use of or repairs by the Client or any third party to the Product(s) or (ii) to the Product(s) itself once the transfer of risks referred to in article 4.4 took place, except in case of gross negligence or fraud by Spantech.

Spantech shall only be liable to the Client for damages or losses directly resulting from Spantech's breach of the General Terms and Conditions or defects to the Product(s) that Spantech is aware of or could not ignore and that have not been accepted by the Client.

Spantech's total liability shall in no event exceed the sale price paid by the Client and Spantech shall in no event be liable for any damages or losses based on, arising out, with respect to or by reason of the Client's criminal, wilful or grossly negligent action or omission with the Product(s) or in connection with the Client's obligations pursuant to the General Terms and Conditions.

Spantech shall in no event be liable to the Client or to any third party for any indirect, consequential, special, or incidental damages, loss, corruption, loss of profits or loss of business for any matter related to the General Terms and Conditions, the Product(s), or any other products or services provided by Spantech, even if Spantech was advised of the possibility of such damages or if such possibility was reasonably foreseeable.

Nothing in these General Terms and Conditions shall exclude or restrict the liability of a Party for its gross negligence, wilful misconduct or fraud.

Any exclusion or limitation set forth herein shall apply to the maximum extent permitted by applicable law.

9. FORCE MAJEURE

Spantech cannot be held responsible in the event of force majeure affecting Spantech or one of its subcontractors or suppliers. A case of force majeure exists in particular in the event of war, riot, strike, lockdown, epidemic, interruption of transport, natural catastrophes, fire, liquidation, accidents, power failure, or other cases of force majeure interrupting or rendering impossible or excessively expensive the delivery or the assembly of the Product(s) or more generally the execution of the sale contract.

Both parties can terminate the contract within twenty (20) days following a default letter by registered mail explaining the above-mentioned event taking place should said event lead to a delay in delivery of more than two months beyond the agreed deadline. Further claims are excluded.

10. DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS

All plans, studies and documents drawn up by Spantech remain its property, may not be transmitted to third parties without its written authorisation and must be returned to it on its simple request.

All intellectual property rights relating to the Product(s), models, designs, the brand and the Spantech logo, remain at all times the exclusive property of Spantech and, where applicable, its licensors. If the Client, despite any prohibition, modifies or creates derivative works of Product(s), Spantech shall be the owner of all rights, title and interest, including intellectual property rights, in such modifications and derivatives and the Client hereby assigns such rights, title and interest in case of modifications and derivatives to Spantech, at no cost for Spantech.

11. EXPRESS RESOLUTORY CLAUSE – TERMINATION

The agreement between the parties is entered into as mentioned under article 3 and cannot be unilaterally terminated except in the cases provided for in this article.

Each party may decide to terminate the agreement at all times, with immediate effect, without prior notice or indemnification, in the event of bankruptcy (or filing of a petition in bankruptcy), judicial reorganisation, liquidation or dissolution of the other party. Such termination shall not have retroactive effect.

Each party can also terminate the contract or suspend its obligations at all times, in the event the other party would be in breach of one of its obligations arising from the contract and would fail to remedy such breach within twenty (20) days following a default letter by registered mail to correct the deficiency. Such termination shall be without retroactive effect.

Spantech may furthermore terminate the contract or suspend its obligations at all times, with immediate effect, without prior notice, in the event of non-payment by the Client of the first deposit within ten days after giving their agreement on the quotation or of any other sum on a due date or in the event of a serious breach by the Client of one of its contractual obligations. Such termination shall be without retroactive effect.

12. RIGHT OF WITHDRAWAL (ONLY FOR CONSUMERS)

When the Client is a consumer and the contract is concluded at a distance or outside Spantech's facilities, the Client benefits from a right of withdrawal provided for in articles VI.47 and following of the Belgian Code of Economic Law.

The exercise of this right must be notified to Spantech by means of the form below or in any equivalent wording, sent unambiguously, within fourteen days of signing the quotation/delivery:

*“To the attention of [identity of the concerned Spantech entity that sent the quotation]
I, [name and address], hereby notify my right of withdrawal in relation with Product [XY], ordered/received on [date].
[Date and signature].”*

No right of withdrawal may be exercised for the supply of goods made to the Client's specifications or clearly personalised, nor, in the case of service contracts, after the service has been fully executed if the execution has begun with the prior express consent of the Client, who has also acknowledged that they will lose their right of withdrawal once the contract has been executed by Spantech.

In the event of exercising the right of withdrawal, the Client must return to Spantech, within 14 days of exercising their right, the Product(s) in perfect condition, in their original packaging, unused and complete. Otherwise, Spantech will invoice the Client for the actual devaluation of the Product(s). All transport costs, as well as the risks related to the return, are at the expense of the Client.

13. SUBCONTRACTING AND ASSIGNMENT

Spantech may subcontract all or part of the obligations arising from the sale contract to a third party and assign all or part of the sale contract without the Client's consent. In that case, the specifications given on the quotation to the Client remain applicable.

The Client may not assign its rights on the Product(s) or (sub)lease the Product(s) without the prior written consent of Spantech nor enter into a pledge agreement or any other pledge or security on the Product(s) before the payment of the complete price, including any interests or potential indemnities due by the Client. The Product(s) is/are and remain(s) the exclusive property of Spantech until said payment pursuant to article 6.

14. PERSONAL DATA

The personal data of natural person Clients are protected by Spantech in accordance with its privacy policy, available on any Spantech website, and with the applicable Belgian and European legislation on confidentiality and data protection. The privacy policy describes how Spantech collects, uses, communicates, discloses and protects such data. The Client expressly accepts that the privacy policy forms part of the contract concluded between themselves and Spantech.

15. MODIFICATION AND NULLITY

Spantech reserves the right to amend the General Terms and Conditions. Any modification will be notified to the Client, who will be bound by any modifications that they have not refused within twenty days of notification of the same.

The nullity or inapplicability of one of the clauses of the General Terms and Conditions cannot affect the validity or applicability of the other clauses. If any provision of the Terms and Conditions is invalid, unenforceable or contrary to applicable law, such provision shall be automatically limited or modified to make it valid or enforceable to the fullest extent permitted by applicable law, and all other provisions of the Terms and Conditions shall remain in full force and effect.

16. APPLICABLE LAW AND JURISDICTION

The sale of Product(s) and the General Conditions are subject to Belgian law. Any dispute whatsoever shall be the exclusive competence of the courts of Brussels.

17. QUESTIONS

If you have any questions regarding the General Terms and Conditions or their implementation, please contact your contact person at Spantech.