

GENERAL TERMS AND CONDITIONS OF SALE INTROS AUTOMATION BV

ARTICLE 1

These terms and conditions are an integral part of the contract. They can only be modified in writing. They apply to the exclusion of any general terms and conditions appearing in documents issued by the client, insofar as these are contrary to those of INTROS Automation bv. Agreements are executed in good faith. No concession or deviation can be invoked as a definitive rule. Orders, agreements, and commitments made by a representative, agent, or employee of INTROS Automation bv are only valid after written confirmation by a person authorized to commit INTROS Automation bv. The placement of an order by the client or the signing by the client of a purchase order or quotation issued by INTROS Automation bv implies acceptance of the terms of sale.

ARTICLE 2

Our quotations and offers are non-binding and made without obligation. They are based on the prevailing values at that time for wages, taxes, levies, and materials. If these elements or any other factors determining the price change, INTROS Automation bv reserves the right to adjust the prices proportionally until invoicing. Prices indicated by INTROS Automation bv are excluding VAT, unless otherwise agreed.

ARTICLE 3

The client is presumed to hold all legally required permits for the execution of the work entrusted to INTROS Automation bv, in accordance with the laws and regulations of the relevant jurisdiction. Any damage caused to INTROS Automation bv due to non-compliance of permits shall be fully reimbursed by the client.

ARTICLE 4

All plans, drawings, models, photos, source codes, etc., as well as all intellectual and industrial property rights and related proprietary rights, remain the property of INTROS Automation bv. They may not be disclosed to third parties and must be returned immediately upon simple request. INTROS Automation bv has the right to use them for advertising purposes without any remuneration to the client.

ARTICLE 5

Execution deadlines are given for information purposes only and do not bind INTROS Automation bv. Any delay in fulfilling obligations or exceeding the agreed deadline does not entitle the client to compensation or contract termination. Deadlines are automatically extended if the client does not provide the necessary information, measurements, and/or plan approvals, or in case of obstacles beyond the control of INTROS Automation bv. Deadlines are also extended if the client fails to comply with payment terms. Any delay in the payment of a deposit automatically results in a proportional extension of execution deadlines.

ARTICLE 6

The presence of materials on the construction site during the works is at the client's risk. Their supervision is the client's responsibility.

ARTICLE 7

The liability and warranty obligation of INTROS Automation bv is limited to the amount of the invoice for the delivery concerned. In all cases, the client undertakes to provide INTROS Automation bv with all elements relating to the alleged damages to enable a timely claim against the potentially responsible parties. Failure to comply with this provision releases INTROS Automation bv from any liability. INTROS Automation bv is not liable for product liability as defined by the law of 25 February 1991.

ARTICLE 8

Claims must be submitted in writing by registered mail to INTROS Automation bv within eight days following the completion of the works and, in any case, before their use or resale. After this period, the works are deemed conforming and accepted. Commissioning, with or without reservation, also constitutes definitive acceptance, even if it occurs before the eight-day period expires. Any disagreement regarding dimensions and colors is expressly considered a visible defect. This list is not exhaustive.

ARTICLE 9

Unless expressly stated otherwise, INTROS Automation undertakes only to make efforts within the framework of this agreement and not to guarantee a result. Its liability is strictly limited to the tasks assigned to it. INTROS Automation cannot under any circumstances be held responsible for the consequences, errors, or omissions of the client in the entrusted mission. Any approval of the work and/or documents produced by INTROS Automation constitutes acceptance of visible defects, and payment of the invoice implies acceptance of the executed work.

ARTICLE 10

The client may not, during the collaboration and for twelve months thereafter, directly or indirectly recruit or employ the personnel, temporary workers, or former employees of INTROS Automation, whether through subsidiaries, affiliated companies, or any third party (independent contractor, subcontractor, employment agency, or other). The client may not collaborate, directly or indirectly, with this personnel on an independent or subcontracting basis. Any violation shall result in a lump-sum compensation of €22,500 per infringement and per person.

ARTICLE 11

All invoices are payable at the company's registered office. Unless otherwise provided and within legal limits, they are payable immediately. INTROS Automation bv may invoice work or supplies based on progress, even partial. In the event of the client requesting a delay in delivery or execution, INTROS Automation bv may invoice the relevant goods or works immediately. INTROS Automation bv reserves the right to demand a guarantee at any time. Any dispute regarding an invoice must be sent in writing by registered mail within eight days following the invoice date.

ARTICLE 12

Any unpaid invoice automatically accrues interest at 10% per year from its due date, without formal notice. Any discounts are forfeited in case of non-payment. In the event of delay or breach of obligation, a lump-sum compensation of 10% of the invoice amount (minimum €40) is due, without prejudice to INTROS Automation bv's right to claim actual damages and costs incurred. Costs related to unpaid instruments or checks, as well as legal fees, are not included in this compensation and are invoiced separately. Non-payment of a single invoice renders the balance of all others immediately due, even if not yet due.

ARTICLE 13

In the event of the client's partial or total failure to execute this contract or any other contract with INTROS Automation bv (including late payment), INTROS Automation bv may suspend the execution of its obligations or consider the contract terminated, without compensation or other obligation, without prejudice to the right to claim damages from the defaulting client.

ARTICLE 14

INTROS Automation bv reserves the right to consider the contract terminated in the event of bankruptcy, manifest incapacity, or any change in the client's legal situation.

ARTICLE 15

If INTROS Automation bv is prevented from performing the contract due to force majeure, strike, lock-out, etc., it may terminate the contract without any compensation being due. The delivery of a commercial instrument by the buyer and its acceptance by the seller does not constitute a renewal of debt.

ARTICLE 16

The conclusion of the contract constitutes the transfer of claims.

ARTICLE 17

All contracts concluded with INTROS Automation bv are governed by Belgian law. In case of dispute, only the courts of the judicial district of Hasselt have jurisdiction.