

VANAS ENGINEERING GENERAL TERMS & CONDITIONS

v20062025

GENERAL PROVISIONS

1) Definitions. The following capitalized terms shall have the meanings set forth below, provided that the singular includes the plural and vice-versa, and any gender shall include the other genders:

- 1.1) "Authorized Person"** means an employee or a service provider authorized by the Customer to access the Licensed Software.
- 1.2) "Confidential Information"** means, collectively and indistinctly, all information regarding a Party and/or its activities, business or clients that is not generally known to the public or that constitutes a trade secret under any applicable Law, regardless of how such information is disclosed to or learned by the recipient Party.
- 1.3) "Contract"** means a contract entered into between Vanas Engineering and the Customer for the sale of Products and/or the license of Vanas Engineering Software and/or the provision of Services.
- 1.4) "Customer"** means a customer of Vanas Engineering.
- 1.5) "Defect"** means any non-compliance with respect to the Warranty.
- 1.6) "Force Majeure"** shall mean any event or circumstance: **(i)** beyond the reasonable control of the party affected by that event or circumstance; **(ii)** which could not reasonably have been foreseen at the Offer's date; **(iii)** the effects of which could not reasonably have been avoided or overcome by the party affected by that event or circumstance. Under said conditions, "Force Majeure" includes: war, hostilities, invasion, acts of foreign enemies, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy, currency and trade restriction, embargo, sanction, acts of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization, plague, pandemic, epidemic, acts of God, explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information systems or energy, general labor disturbance (such as boycott, strike and lock-out, go-slow, occupation of factories and premises).
- 1.7) "IP Rights"** means all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to trademarks, patents, writings and other works of authorship, trade secrets, business, technical and know-how information, confidential information, Software (including data files, source code, object code, application programming interfaces, databases and other software-related specifications and documentation), any and all technical information, specification, drawing, record, documentation, idea, knowledge, or other data, as well as claims, causes of action and defense relating to the enforcement of any of the foregoing.
- 1.8) "Law"** means, singularly and collectively, any applicable local, state, national, and international law, statute, rule, ordinance or regulation.
- 1.9) "Licensed Software"** means a Vanas Engineering proprietary's Software and/or a Third-Party Software to be made available to the Customer according to an Offer and these T&C.
- 1.10) "Offer"** means a Vanas Engineering's commercial offer (and any documents annexed thereto) concerning the sale of Products and/or the license of the Licensed Software and/or the provision of Services.
- 1.11) "Party"** means either Vanas Engineering or the Customer, while **"Parties"** means, collectively, both Vanas Engineering and the Customer.
- 1.12) "Products"** means, collectively, the products to be supplied by Vanas Engineering to the Customer according to a Contract.
- 1.13) "Service"** means, collectively, the services to be provided by Vanas Engineering to the Customer according to a Contract.
- 1.14) "Software"** means, collectively and indistinctly, any software, including, without limitation, computer software, documentation (including, without limitation, standard product documentation, user and technical documentation, further documents that describe the standard functionalities thereof, etc.), tool, application, application programming interface (API), development libraries, user interfaces, component, user interface, appearance (including, without limitation, images, designs, fonts, etc.), code (including, without limitation, assemblers, compilers, source code, source code listings, object code, plug-in, etc.), as well as any fixes, patches, updates or upgrades to such software.
- 1.15) "Vanas Engineering"** means, singularly and indistinctly, either the Belgian Company VANAS ENGINEERING B.V. (with seat at Zwallowbeek 3, B-9120 Beveren-Kruibeke-Zwijndrecht, Belgium, registered with the Belgian Register of Legal Entities under number 0894.124.224) or the Dutch Company VANAS ENGINEERING B.V. (with seat at Industrieweg 63a, 5145 PD Waalwijk, the Netherlands, registered with the Dutch Chamber of Commerce under number 17225982).
- 1.16) "T&C"** means the terms and conditions set out herein.
- 1.17) "Third-Party Software"** means, collectively and indistinctly, any Software developed, distributed or sold by an entity other than Vanas Engineering or the Customer.
- 1.18) "Update"** means, collectively and indistinctly, any minor modification, improvement, enhancement, correction, bug fix, maintenance release and the like, to a Software.
- 1.19) "Upgrade"** means a new version of a Software or a particular component thereof, which improves or adds enhancements or functional capabilities to a Software and is not included in an Update.
- 1.20) "Warranty"** means the Vanas Engineering's warranty specified in paragraph 3.1) of Section I – *Sale of Products*.
- 1.21) "Warranty Period"** means the Warranty duration specified in paragraph 3.2) of Section I – *Sale of Products*.

2) Parties. These T&C apply to any Contract entered into between Vanas Engineering and one of its Customers, concerning the license of the Licensed Software and the provision of Services.

3) Acceptance of the T&C. The Customer accepts these T&C, even if they differ from the same Customer's own general or specific purchase conditions. Therefore, any Customer's purchase condition which is different, even partially, from these T&C – even if agreed upon between Vanas Engineering and the Customer before the finalization of the Contract pursuant to article 4) below – is understood to be expressly voided and subsided by these T&C, unless an explicit exception is accepted in writing by Vanas Engineering.

4) Finalization of the Contract. The Contract shall be effective only upon the related Offer has been signed by the Customer for acceptance; the Contract thus finalized will be governed by both the Offer and these T&C. To this end, Vanas Engineering is not bound to submit any order confirmation, nor shall the receipt of a purchasing order sent by the Customer be relevant for the purposes of the finalization and/or modification of the Contract or these T&C, unless such purchasing order makes just reference to the Offer.

SECTION I – SALE OF PRODUCTS

1) DELIVERY

1.1) Terms of delivery. The terms of delivery of the Products are specified in the Offer and, without prejudice to the provisions of the Offer itself and/or paragraph 6.3) of the Section IV – Common provisions to Sections I, II and III below, shall be considered essential in Vanas Engineering's interest. The Customer will have the right to modify the delivery terms, by sending written notice to Vanas Engineering at least 10 (ten) weeks prior to the relevant deadline, being understood that any request for modification received by Vanas Engineering after this deadline shall give the latter the right to charge the Customer a penalty equal to 0.3% (zero point 3 percent) of the total value of the Contract, for each day of delay in the delivery of the related Products caused by the aforementioned breach by the Customer, up to a maximum of 5% (five percent) of the total value of the Contract. In relation to the provision above, regarding the right to modify, regardless of whether the request for modification takes place before or after 10 weeks before the deadline mentioned above. Customer acknowledges and expressly agrees that, in the event that a delay of more than 2 months from the original delivery date occurs, Vanas Engineering will be free to renegotiate the price, as well as have the right to charge Customer for the costs associated with the delivery delay (e.g. storage costs).

1.2) Place of delivery and transfer of risk. The Products will be delivered to the address indicated in the Offer, according to the terms of delivery specified therein. Given the above, the risk for total or partial or accidental damage is transferred to the Customer once the Products are delivered at Customer's premises.

1.3) Delay in delivery. Without prejudice to the provisions of paragraph 1.1) of this Section, in the case of a delay in delivery caused by Vanas Engineering and not subject to paragraph 6.3) of the Section IV – *Common provisions to Sections I, II and III* below, Vanas Engineering shall pay the Customer a penalty equal to 0.3% (zero point 3 percent) of the total value of the Contract for each week of delay – after the first week – from the expected delivery date, up to a maximum of 5% (five percent) of the total value of the Contract, and with the Customer's express waiver of the right to claim compensation for any further damage.

1.4) Retention of title. Without prejudice to the provisions of paragraph 1.2) of this Section on the transfer of risk, the Customer expressly acknowledges and accepts that Vanas Engineering retains ownership of the Products until the related purchasing price has been fully paid by the Customer. Therefore, until then the Customer shall: **(i)** refrain from pledging, leasing, reselling or otherwise making the Products available to third parties; **(ii)** take all necessary actions and measures to protect the Products in question; **(iii)** always identify the Products as the property of Vanas Engineering and communicate this fact to any third parties who request it; **(iv)** immediately notify Vanas Engineering in writing of any claims, actions and/or initiatives of third parties in relation to the Products, or the receipt of a notification of seizure or attachment, as well as any event or action, even if not attributable to the Customer, which has caused the latter to lose possession of the Products or part of them. Without prejudice to the foregoing, Vanas Engineering reserves the right to register the retention of title at the competent offices, even without involving the Customer in this procedure.

2) INSTALLATION AND COMMISSIONING

2.1) Installation and commissioning test. Vanas Engineering will install the Products on the delivery date or on a later date, depending on what has been agreed with the Customer in writing. In the case of a delay in the performance of the agreed installation and testing activities caused by the Customer (e.g., due to the absence of the required electrical system or software, the absence of personnel to carry out the compulsory training session, etc.), the payment terms and conditions shall become effective as if the commissioning test had been carried out with a positive outcome on the dates originally provided for in the Offer, with the full application of paragraph 1.2) of Section IV – *Common provisions to Sections I, II and III* below.

2.2) Commissioning test report. At the end of the installation activities, the personnel appointed by Vanas Engineering, together with the person appointed by the Customer, will sign a report confirming the outcome of the commissioning test of the products delivered. The Warranty shall become effective from the date the commissioning test report is signed.

2.3) Disposal of waste. At the end of the installation activities, Vanas Engineering will leave the areas affected free of anything other than the Products supplied. Any waste produced will be exclusively packaging materials (i.e., pallets, carton and/or plastic packaging, etc.) which must be considered an integral part of the supply and, therefore, the Customer shall be responsible for its disposal and all related expenses.

3) WARRANTY AND SUPPORT SERVICES

3.1) Warranty. Vanas Engineering warrants that the Products supplied to the Customer will: **(i)** comply with the technical specifications and requirements indicated in the Offer; **(ii)** be free of defects or faults that affect their functionality during normal use according to the instructions and user manual provided by Vanas Engineering; **(iii)** comply with the safety standards established by the applicable Law. Illustrations, drawings and details regarding weight and sizes are binding (and, therefore, subject to warranty) only if this has been expressly agreed upon in writing. In case Vanas Engineering supplies Products' accessory manufactured by third parties (e.g., counting scales, RFID readers, etc.), the warranty terms thereof are specified in the related use and maintenance manual.

3.2) Duration of the Warranty. Unless otherwise provided for in the Offer (with reference, for example, to extensions of the Warranty Period, etc.), the Warranty Period has a duration of 12 (twelve) months from: **(i)** the date of the relevant commissioning test report pursuant to paragraph 2.2) of Section I – *Sale of Products* above is signed by the Parties; **(ii)** the date of the Products' taking into use; or **(iii)** in the absence of the preceding, 18 (eighteen) months from the delivery date. The Warranty Period for the spare or replaced parts under warranty is equal to the longest period between 12 (twelve) months from delivery and the residual Warranty Period of the Product to which they refer; in contrast, in the case of scheduled maintenance of a product, the applicable Warranty Period will be 3 (three) months from the date the maintenance report is signed by the Customer.

3.3) Notice of Defects. In the event that Defects are detected during the Warranty Period, the Customer must notify Vanas Engineering no later than 8 (eight) days from detection.

3.4) Warranty exclusions. The Customer expressly acknowledges and accepts that the Warranty does not apply (and, therefore, all costs for the elimination of any Defects will be borne by the Customer): **(i)** in the case of Defects or damage caused by modifications, repairs or installations carried out by the Customer and/or by third parties on the Products provided, and not previously authorized in writing by Vanas Engineering; **(ii)** in the case the Products supplied are used in a way that does not comply with the use and maintenance manual of the same (including, but not limited to, electrical connection that does not comply with the specifications indicated by Vanas Engineering, use of the Products for activities other than those for which it is intended, failure to comply with the maintenance schedule, etc.); **(iii)** in the case of negligence or fault of the Customer (including, but not limited to, collisions, accidents, etc.); **(iv)** in the event of Force Majeure; **(v)** in the case of components subject to normal wear and tear, as indicated in the relevant use and maintenance manual; **(vi)** in the case of transfer of the Products carried out by the Customer and/or by third parties to a place other than the installation site, and not previously authorized by Vanas Engineering in writing.

3.5) Warranty support service. If provided for by the Offer, Vanas Engineering shall provide the Customer with phone or remote support service via a Software application, for the resolution of Defects timely reported by the Customer. In particular, in the case of remote assistance via software, paragraph 1.3) of Section II – *Services* below shall apply. In relation to any Defects not resolved through the aforementioned phone or remote support service via software application, Vanas Engineering, within the period of time indicated in the Offer (if any), shall provide (and the Customer shall allow) on-site support for the resolution of said Defects or malfunctions. The foregoing constitutes the one and only corrective measure available to the Customer in the event of Defects of the Products.

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3.6) Optional or additional support services. If and to the extent envisaged in the Offer, Vanas Engineering undertakes to provide the Customer with optional or additional support services ensuring guaranteed intervention and/or resolution times. Such services, if included in the Contract, shall have an annual duration, and shall be renewable pursuant to article 2) of Section II – Services below.

SECTION II – SERVICES

1) PROVISION OF SERVICES

1.1) Services. The Services to be provided by Vanas Engineering to the Customer include all services described in the corresponding Offer. Vanas Engineering will provide the Services in a manner that meets the level of service expected of a professional provider, but in any case excluding any obligations or result.

1.2) On-site Services. The Services will be provided at the address indicated in the Offer, according to the terms of delivery specified therein.

1.3) Remote Services. If provided for by the Offer, Vanas Engineering shall provide the Customer with remote Service via a software application. In particular, in the case of remote assistance via software, the Customer undertakes to provide Vanas Engineering (and/or any persons appointed by the latter) with adequate access to the Customer's hardware and Software through the use of a remote support service software of Vanas Engineering's choice (e.g., TeamViewer, etc.), while any requests for access by other means (e.g., virtual private networks – VPNs) are subject to costs to be borne by the Customer, as specified in an offer to be sent by Vanas Engineering for such purpose; to this end, the Customer must provide Vanas Engineering with all necessary login information, being understood that, failing that, Vanas Engineering will be relieved of the obligation to provide remote Services if – for reasons not depending on Vanas Engineering – a connection cannot be established.

1.4) Subcontracting. The Customer expressly authorizes Vanas Engineering to subcontract the Services to third-party suppliers, the details of which will be communicated before the beginning of the activities in question. It is understood that Vanas Engineering will be solely liable to the Customer for the proper execution of the subcontracted activities.

2) TERM

2.1) Term. The Services shall be provided for the period set out in the Offer, provided that, in case are provided one or more Services with a renewable duration, such Services shall be renewed for the same duration set out in the Offer.

2.2) Withdraw. Unless otherwise agreed in each relevant Offer, either the Customer or Vanas Engineering can withdraw one or more Services with 3 (three) months' prior written notice, and the withdrawal shall take effects after the expiration of the term, original or renewed.

SECTION III – LICENSED SOFTWARE

1) SOFTWARE, DELIVERY AND REQUIREMENTS

1.1) Licensed Software. The Licensed Software licensed by Vanas Engineering to the Customer is described in the corresponding Offer.

1.2) Delivery. The Licensed Software shall be deemed delivered on the date that Vanas Engineering makes it available to the Customer.

1.3) Requirements. Only the Software running on the hardware and in the environment specified in the Licensed Software's documentation is unconditionally eligible for running the same, as well as for receive the related Services. The Customer agrees that it will be solely responsible for these requirements, as well as for any needed changes, updates and fees due to an Upgrade or Update to the Licensed Software.

2) LICENSE – RIGHT TO USE THE SOFTWARE

2.1) Grant of license. Subject to the Customer's compliance with the obligation at its charge as set out in the applicable Contract (including, without limitation, the payment of the license fees), the Customer is granted a limited, personal, worldwide, non-assignable, non-sublicenseable, non-transferable and non-exclusive license to use the Licensed Software, as specified in the related Offer. Other than in instances where the Licensed Software is hosted by Vanas Engineering or by an authorized Vanas Engineering's hosting partner and accessed by the Customer remotely, the Customer is permitted to download, install and use the number of copies of the Licensed Software specified in the related Offer. In case the Licensed Software is hosted by Vanas Engineering or an authorized Vanas Engineering hosting partner and accessed by the Customer remotely, the Customer is permitted to use the Licensed Software only on the number of computing devices specified in the applicable Offer.

2.2) Limited license. The Customer expressly acknowledges and accepts that the license of use of the Licensed Software is also subject to the following restrictions: **(i)** the Licensed Software may only be used for purposes internal to the Customer's business and, therefore, the Customer is prohibited from selling, reselling, licensing or sublicensing, leasing, renting or distributing the Licensed Software or making it available in any way to third parties, in whole or in part; **(ii)** the Customer is prohibited from interfering in any way (e.g. by changing its functionality, integrity, performance, etc.) with the Licensed Software and its components (e.g. the database, etc.); **(iii)** the Customer is prohibited from accessing the Licensed Software directly (e.g. for reading, backup, installation purposes, etc.) without prior written authorization from and/or action by Vanas Engineering; in any case, such authorized access shall be in compliance with the terms and conditions of access specified from time to time by Vanas Engineering.

2.3) Third-Party Software. The Customer expressly acknowledges and accepts that certain content, products and services available via the Software may include Third-Party Software, which is licensed to the Customer under these T&C, unless Vanas Engineering provides other terms along with the Licensed Software's documentation. To any Third-Party Software shall apply article 8) (Warranty) of this Section.

2.4) Reservation of rights. Vanas Engineering expressly reserves all rights not expressly granted to the Customer with these T&C.

3) CUSTOMER'S RESPONSIBILITIES

3.1) General liabilities. The Customer is entirely responsible for the use of the Licensed Software and, to such purpose, the Customer shall not use, encourage, promote, facilitate, instruct others to do any activity on the Licensed Software that violates any Law, or that has an illegal, fraudulent, harmful, or offensive purpose. Examples of prohibited uses of the Licensed Software include, without limitation: **(i)** take any action on the Software that violates any applicable Law and/or the rights of Vanas Engineering or any third-party's (including, without limitation, privacy, IP Rights, etc.); **(ii)** uploading viruses or malicious code, or take any other action on the Licensed Software that could anyway compromise any functionality thereof; **(iii)** incorporating the Licensed Software in any product designed, developed, marketed, shared, sold or licensed by the Customer or by any third party, unless otherwise authorized in writing by Vanas Engineering; **(iv)** interfering in any way (e.g. by changing its functionality, integrity, performance, etc.) with the Licensed Software and its components (e.g., the database, etc.); **(v)** violating or facilitating or encouraging any violation of these T&C.

3.2) Account security. Customer can assign login information (i.e., username and password) for an account to allow Authorized Users to access the Licensed Software, assuring that such login information will not be shared to any third party or that anyone else (except Authorized Users) accesses the Licensed Software and the related Services, or does anything else that might jeopardize the security thereof. To such purpose, the Customer: **(i)** shall be responsible for Authorized Users' compliance with these T&C as well as for all activities that occur under its accounts or as a result of any Authorized Users' access to the Licensed Software; **(ii)** shall identify and authenticate all the Authorized Users, approve their access to the Licensed Software, control against unauthorized access by the same Authorized Users, and maintain the confidentiality of login and account information.

3.3) Backup. If provided for in the related Offer, Customer is allowed to make 1 (one) copy of the Licensed Software only for backup purposes.

3.4) Updates. In case the Licensed Software needs Updates, the Customer expressly agree to install such Updates as soon they are available, bearing any and all the related costs, as communicated by Vanas Engineering. The Customer shall bear full risk of any loss or damage in case any Updates are not properly and timely installed due to the Customer's fault. Vanas Engineering disclaims any liability in such respect.

4) SOFTWARE DATA

4.1) Data collection. Through the Licensed Software Vanas Engineering remotely collects technical data (e.g., usage information, errors, telemetry of the related hardware, Licensed Software version, etc.) for contractual purposes (e.g., computing "per-picking" fees, providing support, maintenance, etc.), as well as to correctly provide support, functionalities and improvements, or to detect, prevent, or otherwise address technical or security issues. In any case, the data collected by the Licensed Software is not "personal data" (i.e., it does not fall within the definition referred to in par. 1 of Art. 4, of EU Regulation 2016/679).

4.2) Data backup. Unless provided in the related Offer, Vanas Engineering doesn't provide any backup or restoration service and the Customer shall bear full risk of loss and damage of data and information stored in the Licensed Software. Vanas Engineering disclaims any liability in such respect.

5) AVAILABILITY AND DISCONTINUATION

5.1) Availability. Despite Vanas Engineering uses commercially reasonable efforts to ensure the availability of the Licensed Software, Vanas Engineering have no control or liability over the availability of the Licensed Software on a continuous or uninterrupted basis, so that from time to time the Licensed Software may be inaccessible or inoperable, including, without limitation: **(i)** equipment malfunctions, periodic maintenance procedures or repairs; **(ii)** causes beyond Vanas Engineering's reasonable control or that are not reasonably foreseeable (including, without limitation, threat to security, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures); **(iii)** limitations due to the Customer's particular device or hardware; **(iv)** unavailability, deficiency or incompatibility of any Third-Party Software with the Licensed Software for any reason (e.g., incompatibilities between any Updates and a Customer's Software or a Third-Party Software, etc.); **(v)** Customer's violation of any provision of these T&C. Any unavailability of the Licensed Software under this paragraph 5.1) shall not excuse the Customer from its obligation to make timely payment(s) under the applicable Contract.

5.2) Discontinuation policy. The Customer expressly acknowledges and accepts that the Licensed Software is subject to the Vanas Engineering discontinuation policy and, therefore, Vanas Engineering reserves the right – without its liability in such respect towards the Customer or any other third party – to discontinue any Licensed Software's feature, content or service (including, without limitation, access technical support, access to Third-Party Software, etc.), in accordance with such discontinuation policy. The preceding applies also to any Third-Party Software, which is subject to such third party's discontinuation policy, without Vanas Engineering's liability towards the Customer or any other third party in case any Updates result in an unavailability, deficiency or incompatibility of any pre-existing Third-Party Software with the updated Licensed Software.

6) UPDATES AND UPGRADES

Vanas Engineering, in its sole discretion, reserves the right to release Updates or Upgrades and, to such purpose, the Customer expressly acknowledges and agrees that: **(i)** unless provided in the Offer, Vanas Engineering has no obligation to make available and/or provide any Update or Upgrade; **(ii)** Upgrades are provided upon Customer's acceptance of specific purchasing offer by Vanas Engineering; **(iii)** these T&C shall automatically apply to such Updates or Upgrades, unless Vanas Engineering provides other terms therewith; **(iv)** Vanas Engineering disclaims any liability in case any Update or Upgrade result in an unavailability, deficiency or incompatibility of any Customer's Software or hardware.

7) TERM

7.1) Term. The rights herein conferred to the Customer are granted on the Contract's effective date. Depending on the relevant Offer, the Licensed Software can be provided by Vanas Engineering either on a fixed term basis (e.g., annually), renewable as specified in the Offer (i.e., "Subscription License"), or on an indefinite term (i.e., "Perpetual License").

7.2) Withdraw. In any case of Subscription License, either the Customer or Vanas Engineering can withdraw the Contract with 3 (three) months' prior written notice, and the withdrawal shall take effects after the expiration of the term, original or renewed.

7.3) No access after termination. Upon the termination of the Contract, the Customer no longer has rights to access or use the Licensed Software and data in the Licensed Software may be inaccessible.

8) WARRANTY

The Licensed Software is provided "as is", "as available" and "with all faults", without warranty of any kind. To the maximum extent permitted by the applicable Law, Vanas Engineering disclaims any and all warranties, whether express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty that may arise out of course of dealing, course of performance, usage or trade practice. To the fullest extent permitted or authorized by Law and without limitation of the foregoing, Vanas Engineering does not warrant that the Licensed Software will meet the Customer's requirements, achieve any intended results, be compatible or work with any other Software, applications, systems or services, be available or operate without interruption, meet any performance or reliability standards or that the use of the Licensed Software will be uninterrupted or error-free or that any errors or defects can or will be corrected.

SECTION IV – COMMON PROVISIONS TO SECTIONS I, II AND III

1) PURCHASING PRICE, FEES AND PAYMENT TERMS

1.1) Purchasing price and Fees. Products' purchasing price, as well as Licensed Software license fees and Services' fees are specified in the Offer. Unless otherwise provided for in the Offer, the purchase price of the Products includes transport and installation costs, as well as the technical documentation and that required by law. Any other charge (such as but not limited to those related to unloading and handling operations in the product installation area, the lifting means which are necessary and required as indicated in the instructions for installation, like forklifts, platforms, pallet trucks, etc., connection to the electrical panel, training courses other than those necessary for the fulfilment of the Contract, additional documents,

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labour and services required due to works in progress and/or obstacles in the delivery/installation area etc.) is expressly excluded and to be borne exclusively by the Customer.

1.2) Payment terms. Payment terms are specified in the Offer. If not otherwise specified in the Offer, any invoice issued by Vanas Engineering shall be paid by the Customer within 30 (thirty) from the issuance thereof. However, Vanas Engineering reserves the right to unilaterally modify these payment terms in the event that, following checks and/or verifications of the Customer's financial status even after the finalization of the Contract, Vanas Engineering considers, at its exclusive discretion, the previously agreed upon terms to be detrimental and/or excessively risky for its interests. In this case, Vanas Engineering will notify the Customer in writing of this decision, which will be effective 5 (five) days following the day the communication is sent.

1.3) Late payments. Any late payment will be considered in breach of the Contract and, consequently, Vanas Engineering will be entitled to a monthly interest of 1% (one percent) on the due amount (or the highest interest rate permitted to the maximum extent by the applicable Law), as well as compensation for credit recovery costs (i.e., 10% on the outstanding amount with a minimum of EUR 125), provided that Vanas Engineering reserves the right both to claim higher compensation and to suspend its obligations (including, without limitation, make the Software available, provide Services and warranty, etc.) as long as the Customer is in breach, without the latter having the right to raise any objection in this regard. In such respect, the Customer expressly accepts and agrees that the suspension in the event of non-payment and after a written prior notice is not disproportionate in view of Vanas Engineering's revenue model and the investments it has made in the Software and Services.

2) VANAS ENGINEERING'S LIABILITY

2.1) Disclaimer of liability. Except for wilful misconduct or gross negligence and to the maximum extent permitted by applicable Law, the Customer expressly acknowledges and accepts that Vanas Engineering will not be liable for: (i) any indirect, incidental, special, consequential or exemplary damage (including, without limitation, production downtime, loss of data or other intangibles, procurement cost for replacement products or services, lack of use or exploitation, loss of earnings, loss of profit, damage to image etc.) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Licensed Software and/or the provision of the Services, even if Vanas Engineering is aware of or has been advised of the possibility of such damage; (ii) Force Majeure; (iii) wilful misconduct or negligence by the Customer or failure of the latter to fulfil its obligations under the Contract.

2.2) Limitation of liability. Except for claims arising from wilful misconduct or gross negligence and to the maximum extent permitted by applicable Law, in no event the Vanas Engineering's liability shall in the aggregate exceed the fees effectively paid by the Customer for the relevant Licensed Software / Service, during the 12 (twelve) month period preceding the date on which the claim arose. The foregoing constitutes the Customer's sole remedies available with respect to any of the Vanas Engineering's liability under these T&C.

2.3) Limitation of liability for the Auxiliaries. For the purposes of this paragraph, "Auxiliaries" means any natural or legal person entrusted by the debtor of a contractual obligation with the performance of all or part of that obligation throughout the chain of the contract. The Parties exclude any non-contractual liability of one Party towards the other and towards the latter's Auxiliaries, for damage caused by the breach of a contractual obligation. This paragraph shall be without prejudice to the provisions of the Law which are of public policy or mandatory law. The Auxiliaries, as third-party beneficiaries, may invoke the clauses hereof.

2.4) Mandatory legal provisions. The liability limitations provided herein shall be applicable to the fullest and maximum extent permitted by the applicable Law.

3) CUSTOMER'S LIABILITY AND INDEMNITY

The Customer will be fully and exclusively liable: (i) for all damage that may be caused, by it and/or by its employees or collaborators, in the execution of the activities under the Contract; (ii) from the signature of the commissioning test report referred to in paragraph 2.2) of Section I – Sale of Products above, for all damage to persons and/or property caused by use of the Products that cannot be attributed directly to one or more Defects, or caused by use of the Products in ways not envisaged in these T&C, the use and maintenance manual, and the operational recommendations of Vanas Engineering; (iii) for all damage caused by use of the Licensed Software in violation of the restrictions on use specified in article 3) of Section III – *Licensed Software* above and/or those specified from time to time by Vanas Engineering. Given the above, the Customer agrees to indemnify and hold Vanas Engineering harmless from and against all damage, losses and expenses of any kind (including legal expenses) deriving from any claims raised by third parties (including, but not limited to, authorities, public entities, etc.) against Vanas Engineering as a consequence of Customer's breach of any of the terms and conditions in these T&C, or any applicable laws (whether or not mentioned in these T&C).

4) EARLY TERMINATION

4.1) Early termination. Without prejudice to compensation for damage, Vanas Engineering shall have the right to terminate the Contract in advance and immediately – by means of a written notice sent to the Customer by courier and with acknowledgment of receipt – in the event of non-fulfilment by the Customer of any of the obligations provided for in paragraphs 1.1) (*Terms of delivery*) and 1.4) (*Retention of title*), of Section I – *Sale of Products*, paragraphs 1.2) (*Payment terms*), 1.3) (*Late payments*), 1.3) (*Remote Services*) of Section II – *Services*, paragraphs 2.2) (*Limited license*), 3.1) (*General liabilities*), 3.2) (*Account Security*) of Section III – *Licensed Software*, as well as paragraphs 5.3) (*Customer's obligations for Vanas Engineering's IP Rights preservation*) and 6.1) (*No assignment*) of Section IV – *Common provisions to Sections I, II and III*. In any other case of breach, even slight, the non-defaulting party may provide the defaulting party with a written notice requiring the latter to remedy the breach within 10 (ten) days; if this period of time elapses without action being taken to remedy the breach, the Contract shall terminate.

4.2) Consequences of early termination. In addition to any remedy provided herein and/or provided by the Law, in case of Contract termination due to a breach by the Customer, Vanas Engineering has the right to retain the greater sum between any fees pre-paid by the Customer until the regular Contract's termination date and an amount of 30% (thirty percent) of the total value of the Contract, without prejudice to claim higher damages. In addition, Vanas Engineering shall have the right to offset the said amount with any amount paid by the Customer in relation to Products/Licensed Software/Services other than those covered by the terminated Contract and for which payment has already been made.

4.3) Obligations surviving termination. Provisions that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

5) CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

5.1) Confidentiality. The Customer expressly undertakes to safeguard and not to disclose any of Vanas Engineering's Confidential Information of which it may become aware during the validity period of the Contract, and not to use it for purposes other than the execution of the Contract itself. The above obligations will remain in force even after the expiration of the Contract.

5.2) Intellectual Property Rights. Vanas Engineering holds and retains all and any title and interest in and to the Products and the Licensed Software, as well as in any IP Rights associated therein and therewith. Accordingly, nothing in these T&C and/or in the Contract will be interpreted as a transfer, in whole or in part, of any IP Rights (including, without limitation, those IP Rights in and to the Licensed Software) to the Customer, the Authorized Users or any other third party.

5.3) Customer's obligations for Vanas Engineering's IP Rights preservation. The Customer must not, and must not cause or permit others to: (i) remove or alter any Licensed Software identification code, marking or notice of Vanas Engineering's or its licensors; (ii) copy, modify, adapt, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Licensed Software, or access or use the Licensed Software in order to build or support (or assist a third party in building or supporting), products or services competing with the Licensed Software; (iii) perform or disclose any benchmark or performance tests of the Licensed Software or any associated infrastructure (such as, without limitation, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, etc.); and (iv) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Licensed Software to any third party.

6) FINAL PROVISIONS

6.1) No assignment. Unless otherwise agreed upon in writing, the rights arising out of the provisions of these T&C cannot be transferred, even partially, by the Customer to third parties. Differently, by accepting these T&C, the Customer provides express authorization and consent to the transfer of any credit of Vanas Engineering to any third party.

6.2) Advertising. The Customer expressly authorizes Vanas Engineering to use the name or any of Customer's trademarks or trade names for the sole purpose of allowing Vanas Engineering to advertise its products and/or services, to prepare case studies or case histories, to create informational, promotional and advertising material or business proposals, in any format (printed, digital, etc.) and by any means of communication (both online and offline).

6.3) Force Majeure. If an event of Force Majeure does not allow or prevents one party from fulfilling one or more of its contractual obligations, that party must notify the other party of the aforementioned circumstance, providing proof of the relevant event of Force Majeure. Without prejudice to the obligation of the affected party to take all measures to limit the effects resulting from the event of Force Majeure, the same party will be exempt from its contractual and compensatory obligations, from the moment in which the event of Force Majeure leads to the impossibility to fulfil such obligations until its conclusion. If the duration of the impediment invoked substantially deprives the parties of what they were reasonably entitled to expect from the fulfilment of the Contract, each party has the right to terminate the Contract itself by means of a written communication to be sent to the other party within a reasonable time; in any case, the Contract may be terminated by both parties if the duration of the impediment exceeds 120 (one hundred and twenty) days.

6.4) Applicable Law and jurisdiction. Any relationship entered into between the parties as per the preceding Sections shall be governed by the laws of Belgium and for any dispute relating to its interpretation, application or execution, the Court of Antwerp (Belgium) shall have exclusive jurisdiction.

6.5) No implied waiver. Any tolerance or silence by Vanas Engineering, even if on a continuous and reiterated basis, in relation to any breach or default by the Customer of any provision of these T&C shall not be construed as Vanas Engineering's consent to such breaches and defaults, nor affect the validity of the clause breached by the Customer, nor be construed as Vanas Engineering's waiver of any of the rights pertaining to the latter pursuant to the Contract or the applicable Law.

6.6) Modifications. Any amendment to these T&C must be made in writing. Furthermore, in the event of ongoing contractual relations, Vanas Engineering has the right to modify the said T&C at any time and, for this purpose, Vanas Engineering shall send the written draft of the modified conditions to the Customer at least 1 (one) month in advance of the date they become effective. The Customer acknowledges and accepts that consent to these changes is deemed to be provided if the same Customer does not refuse them prior to the scheduled date for their entry into force. In this case, the amended T&C will apply to any further relationship between the parties.

6.7) Severability. In the event that some of the clauses of these T&C become invalid, this invalidity will not affect the validity of the Contract itself: such clauses will be replaced by new clauses that can respect the economic principles and the spirit of those invalidated.