

Terms and conditions of Sale

1. Definitions

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| CONNECT GROUP: | The public limited company Connect Group NV, with its registered office in Industriestraat 4, 1910 Kampenhout, Belgium, as well as its subsidiaries in Belgium, the Netherlands, Germany, the Czech Republic and Romania. |
| The Buyer: | The natural person or legal entity who purchases these services and/or products from CONNECT GROUP. |
| Written: | By means of a document, a letter or e-mail message signed by both parties or in any other digital form agreed by the parties. |

2. General

Unless otherwise agreed in writing by the parties prior to the order, any order engages by right, the Buyer's acceptance of the following terms and conditions and, where applicable, acceptance of any special terms specified at the time the order was placed, notwithstanding any stipulation to the contrary in the Buyer's own general terms of purchase. The applicability of the general terms and conditions used by the Buyer is hereby expressly excluded.

3. Orders

Unless otherwise stipulated, the validity period of the offers, subsequent to the Buyer's specific request, is 24 hours, as from the offer issuance date. Orders shall become final upon confirmation by the Buyer in writing, or by electronic mail. Orders sent directly by the Buyer to Connect Group shall constitute a sale only upon written approval by CONNECT GROUP. Should an order already received and approved by CONNECT GROUP be changed or rescheduled, the terms previously agreed upon shall be extended only if agreed to by CONNECT GROUP. Since each order is unique, once an order is accepted, the latter shall be considered final and binding, unless there are unforeseen incidents preventing CONNECT GROUP from fulfilling the order. Also, in case of late payment by the customer, CONNECT GROUP reserves the right to withdraw from ongoing unshipped orders.

4. Prices

All goods shall be invoiced at the price offered by CONNECT GROUP and accepted by the Buyer. Unless otherwise stipulated under special terms, prices shall be understood as "net" (tax excluded) and include packaging (except for special packaging necessitating an additional charge).

5. Delivery

Unless otherwise stipulated, delivery shall be deemed to have been performed by a simple "Letter of Release" informing the Buyer that the goods are at his/her disposal or by delivery to a shipper or carrier selected by the Buyer in the CONNECT GROUP offices (or warehouses). Unless otherwise expressly stipulated in writing between the parties, late deliveries cannot give rise to any order cancellation, any compensation whatsoever, or the application of any late fulfilment penalty. In addition, CONNECT GROUP shall be automatically relieved of any time limit commitment in respect of its deliveries and expressly reserves the right to suspend such deliveries: - in the event that the Buyer does not, in whole or in part, abide by the agreed upon terms of payment; - in the event of force majeure, or of events such as labor unrest, an epidemic, war, requisition, fire, flood, equipment-related accidents, excess waste, transportation breakdowns or delays, and, more generally, any cause that may result in total or partial work stoppage at CONNECT GROUP; in case of lost stocks, CONNECT GROUP cannot be held responsible for any damages or costs claimed by the customer.

6. Claims

It shall be the Buyer's responsibility to inspect, or arrange for the inspection of, the goods upon their delivery to ascertain their condition and their conformity to the order. No claim can be raised against CONNECT GROUP, the carrier, or the shipping agent, for non-conformance, losses, defects or damages to the goods unless an irrefutable report is forwarded in authentic form to CONNECT GROUP within 24 hours of the goods' arrival in the Buyer's facilities. Following conditions being met:

- the exact reason for the refusal must be indicated for each good considered defective, accompanied, where applicable, by a test report;
- the goods must be returned in the same condition, with all of its original packaging, and at the Buyer's expense;
- the goods must not have been damaged in any means whatsoever (in particular, while being stocked, inspected, assembled, or dismantled, etc.),
- the Buyer must not have modified the goods in any way.

Should CONNECT GROUP accept the returned product, it reserves the right to: either replace it or to credit the cost of the defective equipment. In case of unaccepted return of materials, CONNECT GROUP may charge back the cost amounts to the customer for restocking, either cost of materials for non-resalable items.

7. Terms of Payment

Payments shall be made in advance after order confirmation to the CONNECT GROUP address. Unless otherwise specifically specified on the invoice, all goods shall be paid upon receipt of the corresponding invoice. Should the full payment not have been made by the agreed upon due date, CONNECT GROUP may suspend any further deliveries until full payment of the sums due, including principal and interest, has been made. Furthermore, in such case, CONNECT GROUP reserves the right to modify, without notice, the terms contractually agreed upon.

Payments shall be made within 24 hours after receiving the order confirmation and invoice to the account stated on the invoice.

8. No Warranty

The CONNECT GROUP warranty extends strictly and solely to the conformity of the delivered goods as compared to the Buyer's order that includes the references and specifications of the manufacturers and suppliers. Any other warranty is expressly excluded, such as any (implied) warranty of merchantability and/or fitness for purpose. The sole obligation incumbent upon CONNECT GROUP by virtue of this warranty shall be to refund the price of the product acknowledged to be non-conform (exclusively in the form of credit) or to replace it, at no charge and at its own initiative. Therefore, CONNECT GROUP shall not be bound by any other obligation such as, for example, to provide data, information, or advice.

CONNECT GROUP shall not be held liable, in any capacity whatsoever, for any injurious consequences befalling any person(s) and/or goods that may result, in particular, from the operation of the product or from its failure to function in a manner corresponding to the Buyer's expectations. In this respect, CONNECT GROUP shall not be held liable for any damages whatsoever, such as but not limited to any losses or income shortfall incurred by the Buyer. In any event, CONNECT GROUP's liability, if implied, cannot obligate the latter to pay damages. Any defects and damage caused by normal wear and tear, or by an external accident, and, in general terms, any defect, are excluded from this warranty.

9. Title Retention

The goods covered by these terms and conditions are sold subject to a clause that expressly subordinates the transfer of their ownership to the full payment of their price (principal and other charges included), notwithstanding the acceptance of any commercial paper. The Buyer shall refrain from disposing of the goods in any manner whatsoever until such condition has been met. It therefore is the Buyer's responsibility to individually identify said goods in its warehouses. However, the Buyer shall assume any risk of loss or destruction. The aforesaid provisions do not preclude the transfer to the Buyer, upon delivery of the goods, of any risk of loss or damage incurred by the goods subject to title retention, and of any damage that such goods may cause.

10. The Buyer's right to export these goods

In accordance with the various national and international regulations and sanctions in effect, the Buyer agrees not to export any component bought from CONNECT GROUP to Russia, Belarus and Ukraine, or to any other country or region listed. In any event, CONNECT GROUP disclaims any responsibility and liability, in the event that the Buyer should fail to abide by said regulations or to obtain the necessary authorizations.

11. Law – Competence/Jurisdiction

The laws of Belgium shall apply to any and all orders and agreements between CONNECT GROUP and the Buyer. In the event of any type of dispute or contestation arising from the formulation or execution of the order, the Commercial Court of Brussels shall have exclusive jurisdiction. This clause shall apply even in the event of an injunction, incidental claim or multiple defendants, regardless of the mode and terms of payment. The parties may, however, request any competent court to take the provisional or protective measures necessary to protect their rights.