

Terms and conditions applicable to a sale offer

1. Acceptance of the offer and terms and conditions
 - a. Acceptance of our offer necessarily invokes the unconditional and irrevocable acceptance of our terms and conditions.
 - b. Save prior written agreement drawn up in two copies and signed by both parties, **TechForce SA** and its customer, these terms and conditions apply and prevail regardless of the terms and conditions of our customers. The express and written waiver of one of the clauses of our terms and conditions does not imply that the others may be cancelled or modified.
 - c. Acceptance of the offer binds the company or association that they represent and the signer themselves personally, one and the other being contracting parties that are jointly and severally liable for all the contractual obligations.
 - d. If the customer enters into an agreement with several persons and/or legal entities, each of these is jointly and severally liable for compliance with the obligations under the agreement.
 - e. These terms and conditions supersede all terms and conditions previously applicable
 - f. The customer declares having read these and accepts these as such.
 - g. This document contains 6 pages.

2. Payment Terms:
 - a. Below € 500.00 excluding VAT: cash with order
 - b. Between € 500.00 excluding VAT and € 5000.00 excluding VAT: 50% deposit with order, balance 30 calendar days from date of invoice
 - c. Above € 5000,00 excluding VAT: 40% deposit with order, 30% at latest before first day of assembly and balance 30 calendar days after invoice date.
 - d. The clauses a. b. c. above can be cancelled via a specific mention in the offer and adapted to the relationship **TechForce SA**-Customer.
 - e. In case of the total or partial non-payment of an invoice on its due date, it shall be automatically increased by 15% with a minimum of € 75.00 including VAT, without the need for formal notice, as well by a delay interest of 10% as from the date of invoicing.
 - f. Any delay in payment shall also result in the cancellation of any reductions granted to the customer. In practice, this shall be achieved by sending an additional invoice.
 - g. Any debt is payable immediately and without prior notice.
 - h. The customer may not perform any offsetting between receivables and payables.
 - i. Any surcharge from an international transaction is charged to the customer.
 - j. The delivery of an instrument creating an obligation to pay (bill, promissory note, etc.) does not constitute a payment. Only payment into the account of **TechForce SA** prevails.

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3. Invoicing:

Invoices shall be issued electronically. If the customer does not wish to receive the invoice electronically, they are requested to indicate this to **TechForce SA** at signature of the offer. The a posteriori arrival of this request shall, in no event, invoke an administrative delay. **TechForce SA** reserves the right to refuse the dispatch of invoices by post insofar as it considers that the reasons given by the customer to refuse the dispatch of electronic invoices are not justified.

4. Validity of the offer

- a. Unless otherwise stated, any offer to sell is valid for 15 days from the date of issue.
- b. The offer is only validated on reception of our purchase order, duly completed and signed, and possibly accompanied by the customer's order form.
- c. Any change to our offer by the customer is only validated after potential acceptance by **TechForce SA**
- d. **TechForce SA** reserves the right not to make the sale while proof has not been presented of payments prior and in compliance with the conditions set out in point 1.
- e. Any offer presented by **TechForce SA** prevails over any other document (website, offer to another customer, catalogue etc.)
- f. The delivered asset is deemed to meet the needs and use that the buyer wishes to make of it, unless the latter establishes that it does not match the written description of the needs that they laid down before the sale. In the absence of written description, the asset advised by **TechForce SA** is presumed adequate to meet the oral requirements of the buyer.

5. Breach of contract

- a. The contract, as appropriate, may be rescinded or terminated, the consequences of which are to be borne by the contracting party, automatically, without formal notice and without prejudice to any damages if the other party ceases all or part of their business, especially due to bankruptcy, creditors, liquidation, assignment or death; if their legal status is changed, including mergers, demergers; if the performance of their obligations by the contractor is compromised, especially in case of seizure, placement under trusteeship of the contracting party.
- b. Rescission or termination shall also take place as of right through the fault of the contracting party if this same continues not to execute their obligations at the end of a period of eight days after notice.
- c. In no case does the customer have the right of withdrawal. That is only provided by the legislator in the case of door-to-door or distance selling.

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6. Claim - dispute

- a. Any claim or dispute of the quality of the asset sold or invoices issued must reach **TechForce SA** by well-founded registered letter, under penalty of forfeiture, no later than eight days from the date of delivery of the asset concerned.
- b. Introduction of a claim does not relieve the customer from their payment obligations. If the claim is well-founded, the asset guarantee is limited either to the free of charge replacement of the part of the asset recognised as defective by **TechForce SA**, or to the ordering of the same, or to the refunding of the price of that part of the order, excluding all other damages.

7. Retention of title

- a. **TechForce SA** remains the indivisible one and sole owner of all the products of an order until all the invoices, including prior or future receivables, interest and costs relating thereto have been fully paid.
- b. When successive deliveries take place in the current account, the retention of title remains valid until the closing of the balance of the buyer's account.
- c. The above provisions do not prevent the transfer to the buyer of the risks of the asset, as well as the damages that may be caused by this asset.
- d. Insofar as full payment has not taken place
 - i. It is forbidden for the customer to sell or alter them
 - ii. The assets and goods cannot be pledged or used as collateral for the debt of a third party.
- e. In special cases:
 - i. **TechForce SA** shall require a bank guarantee or a deposit via a natural or legal person.
 - ii. In case of financial difficulties encountered by the customer and risk of seizure of the equipment, the customer agrees to indicate to the bailiffs that the said equipment belongs to **TechForce SA** so as to oppose any seizure of the equipment. The customer shall also notify **TechForce SA**.
- f. Any late payment of a sales invoice entitles **TechForce SA** to immediately recover all the equipment sold without notice or intervention of a bailiff and without reproach to TechForce SA for any prejudice caused to the customer. The customer undertakes to inform **TechForce SA** and allow **TechForce SA** to access the places where the equipment is located. Moreover, any logistic and administrative costs of recovery shall be charged to the customer who shall have to pay these in cash.

8. Taxes

Unless otherwise indicated in the offer, any import duties, Recupel, Bebat taxes, etc. are included in our offers.

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9. Cancellation fee, whatever the origin of the cause
 - a. Specific to each sale
 - b. Some items cannot be cancelled and mention shall be made of them on the offer.
 - c. The goods and services already ordered by **TechForce SA** from its suppliers and subcontractors, subsequent to the date of confirmation of the offer, order date prevailing, shall be irrevocably due under the conditions of the initially planned offer. Only those that are not yet ordered by **TechForce SA** may be cancelled.
 - d. Any cancellation costs from suppliers and subcontractors shall be charged to the customer.

10. Insurance - Transport
 - a. If the goods are transported by **TechForce SA**, the equipment is under its responsibility until handover to the customer or their representative at the delivery address provided in the sale contract.
 - b. If the goods are transported by a third party mandated by **TechForce SA**, this same is deemed to have mandate to observe the visible defects in the goods acquired at the time of the removal by the latter from the premises of **TechForce SA**.
 - c. If the goods are removed by the customer or by a third party commissioned by the customer, the equipment sold is the responsibility of **TechForce SA** until the departure from the premises.
 - d. The customer or their representative is deemed to have noted the obvious defects of the goods acquired at the moment that they are presented to them by **TechForce SA** (a. and c.) or the transporter (b.). Any reservations shall be subject to a mention by the carrier or the customer's representative on the delivery order, the invoice or the transport documents. In the absence of such reservations, the defects shall be presumed to have been caused by the customer.
 - e. Upon receipt, unless otherwise indicated and save hidden defect, the customer implicitly recognises having approved the rented asset and having received it in good condition.
 - f. The unloading is done for the account and risk of the customer.

11. Guarantee
 - a. The guarantees given by **TechForce SA** are limited to those given by the importers and manufacturers of the sold equipment.
 - b. In the case of alteration or modification by **TechForce SA** of the equipment sold, **TechForce SA** only guarantees its intervention for a period of one year.
 - c. The customer guarantees TechForce SA against any third party claims.

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12. Copyright

- a. The customer expressly acknowledges that **TechForce SA** has an intellectual asset right over the rented asset and thus enjoys the protection of copyright in the broadest sense of the word regarding the design, construction, project studies, implementation plans and detailed plans.
- b. Therefore, all documents (offers, plans, photos, etc.) on whatever media, modified or produced by **TechForce SA**, relating to the sale, before, during and after this are:
 - i. Protected by the law of 30/06/1994 on copyright and related rights.
 - ii. It is forbidden to reproduce or communicate these, even partially, notably to the competitors of **TechForce SA**.
 - iii. It is forbidden to disseminate these on social networks, to the press etc.
- c. The customer recognises that **TechForce SA** has the right to transfer to its employees and subcontractors, any information, documents, models, drawings, technical data, pictures, which have been supplied as part of its mission.

13. Disclaimer:

In no case, can the liability of **TechForce SA** be invoked:

- a. for a manufacturing defect, a change in the physical or technical characteristics made by the manufacturer.
- b. for damage caused to the equipment during transport.
- c. for a delay in delivery from the manufacturer, importer or transporter.
- d. **TechForce SA** cannot be held liable for any damages whatsoever in cases of force majeure (accident, strike, attack, bad weather etc.) that impedes it from honouring the sale in whole or in part and the delays that may result from these.

14. Our commitment

- a. Except in cases of force majeure listed in point 13, supply the equipment requested by the customer, in the quality and quantity requested.
- b. Respond to customer questions about the proper use of the equipment
- c. Intervene if necessary to help the customer use the equipment for as long as this is temporally possible. The financial terms of this commitment shall be drawn up on a case by case basis.

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15. Legal expertise

- a. Exclusive jurisdiction at the commercial courts of Brabant Wallon.
- b. Subject only to Belgian law.
- c. French language
- d. In case of dispute over the translation or interpretation of a translated version of these terms, only the French version is applicable.
- e. In case of dispute, all the legal costs, including the court costs (quote, audience and performance), of our lawyers shall be charged.
- f. Any dispute must reach **TechForce SA** within a period of eight days.
- g. Clauses a b c d e and f are also applicable to the contracts signed with EEC nationals in accordance with the UNECE Convention of 27 September 1968 [English]