

# GENERAL PURCHASING CONDITIONS GOODS AND SERVICES

## HAWC BV

### 1. Application, Agreement, Priority

- 1.1 These General Terms and Conditions of Purchase of Goods and Services of HAWC BV - ("GPC") shall apply to all goods and Services purchased by HAWC BV ("HAWC") from the Supplier and constitute the ground basic basis for the rules forming relations between the Parties.
- 1.2 Goods and Services are understood as goods and services that HAWC orders to manufacture/sell their products, in particular to construct IT hardware. In case of doubt, HAWC shall decide bindingly about the production nature of goods and services and the application of these GPC.
- 1.3 The Supplier agrees to the full application of these GPC and confirms that these GPC apply to all offers, orders, invoices, work schedules, delivery conditions and specifications related to the execution of the Order.
- 1.4 All arrangements between HAWC and the Supplier will be subject to the terms and conditions set out in the GPC. Any changes to the GPC are only allowed in writing (under pain of nullity) in the Order being integral part of the Agreement.
- 1.5 In the event of discrepancies between the provisions of these GPC and the Order or other documents constituting an integral part of the Agreement, the Parties determine the following order of priority of the documents: The Order, GPC, tender, other documents constituting an integral part of the Agreement. The documents listed above are superior to the documents submitted by the Supplier.
- 1.6 Unless otherwise agreed by the Parties in writing (otherwise being null and void), HAWC does not agree to be bound by any of the Supplier's: model agreements, general terms and conditions, regulations, policies, price lists, or other documents of this type, and the Supplier accepts this fact.

### 2. Placing an order

- 2.1 For their validity, HAWC Orders must be submitted in writing or by e-mail by persons authorized to represent HAWC.
- 2.2 Brochures containing technical or commercial information attached to the Order are an integral part of it.

### 3. Order confirmation

- 3.1 The Supplier is obliged to immediately confirm acceptance of the Order for execution in writing or by e-mail by a person duly authorised to do so.
- 3.2 The Order shall be deemed accepted without reservations on the terms and conditions and within the time limits specified therein, also within the scope of these GPC, if the Supplier proceeds to its execution.

### 4. Remuneration

- 4.1 Unless otherwise specified in the Order, the Price for the Performance of the Subject of the Order ("Remuneration") is a lump sum and, in addition to the cost of performance of the Order Subject matter, it also includes the cost of delivery on the terms of DDP: HAWC bvba, Gent/Brugge according to Incoterms 2020. The Remuneration also includes the cost of packing, packaging and maintenance.
- 4.2 If the Remuneration has not been specified in the Order, the Agreement shall not come into effect until the Parties have agreed on the Remuneration in writing or by e-mail otherwise being null and void.
- 4.3 The Remuneration is calculated on the basis of the agreed prices. In connection with HAWC's efforts to maintain fixed prices, the Supplier will take the necessary steps to execute subsequent Orders at previously agreed prices. The Supplier may demand an increase in the agreed prices in subsequent Orders only in the event of significant changes in execution costs, significant changes in raw material costs, etc.
- 4.4 The remuneration agreed in the Order does not include VAT. The remuneration includes all other taxes and charges (both local and national), in particular customs and excise duties.
- 4.5 The Remuneration also includes the Supplier's obligations and declarations indicated in point 12 below.

### 5. Delivery

- 5.1 The Supplier is obligated to immediately notify HAWC of any event threatening the timely completion of the Order and any other event significantly affecting the proper performance of the Order subject matter. This does not release the Supplier from its obligation to deliver on time.
- 5.2 In the event of delay in performance of the Order Object for reasons attributable to the Supplier, HAWC will charge a contractual penalty in the amount of 0.2% of the gross remuneration for each day of delay up to a maximum of 5% of the gross remuneration, with HAWC retaining the right to claim compensation transferring the value of the reserved contractual penalty on general principles. HAWC's right to charge the above contractual penalty does not expire either in the case of acceptance of delivery of the Order or payment of the Remuneration in full or in part.
- 5.3 In the case of delivery before a specified date, which may only occur with the prior written consent of HAWC (under pain of nullity), the related deadlines begin to run from the originally agreed delivery date.
- 5.4 The Supplier is obliged to inform HAWC immediately in writing if the delivery date cannot be met due to force majeure or additional changes made by HAWC. Otherwise requests to extend the delivery date will not be considered. In such case HAWC will propose a possible extension of the delivery date.
- 5.5 Force Majeure means an external event beyond the control of the Parties, which is not foreseeable by any of the Parties at the time of joining the Order, in particular war and natural disasters. The Force Majeure shall not include strikes, production failures, interruptions in electricity supply or delays of third parties.

### 6. Terms of delivery

- 6.1 HAWC's delivery and forwarding instructions must be complied with, including packing specifications. Packaging must be limited to the minimum necessary to safeguard the Object of the Order and must only consist of environmentally friendly and recycled materials.
- 6.2 Any costs which arise due to the Supplier's failure to meet the requirements referred to in clause 6.1 above shall be borne by the Supplier.
- 6.3 Where in accordance with the Order and in order to perform the subject matter of the Order HAWC delivers materials to the Supplier on its own, the Parties will specify the terms and conditions of delivery of materials and the subject matter of the Order in the Order.

### 7. Quality control and acceptance procedures

- 7.1 On the date of delivery, HAWC shall only be obliged to check whether (a) there is no visible damage to the packaging in which the subject matter of the Order was delivered, (b) the quantity of packaging complies with the Order. The Supplier hereby confirms and accepts that such verification will not be treated as final acceptance of the subject matter of the Order and does not release the Supplier from its obligations under the Agreement and the law.
- 7.2 If the Subject of the Order is part of the HAWC delivery to the end customer, the warranty and guarantee referred to in section 8 of these GPCs begins on the day of delivery to HAWC or the end customer, and shall last for a period of 24 months from the final, faultless acceptance by the end customer.
- 7.3 Delivery documents containing the HAWC order number and the designation (code) of the goods must always be attached to the delivery.

### 8. Liability, guarantee, compliance with regulations and standards, subcontractors

- 8.1 The Supplier guarantees that the subject matter of the Order will be executed with the utmost care and will fully comply with the standards and regulations applicable to it, including standards and health and safety regulations.
- 8.2 The warranty period is 24 months from the date of faultless final acceptance of the complete system / device by the end customer on its territory, or in another place designated by the end customer.
- 8.3 HAWC reserves the right to choose the Supplier's method of complaint procedure between the repair of a defect and the delivery of a new Subject of the Order free from defects. In an emergency, HAWC reserves the right to have the defect repaired by third parties or to be replaced, each time at the Supplier's expense. In the event of replacement or repair, the full warranty period is counted from the moment the system/device is restarted. If the next delivery of the Order item is not possible in due time, HAWC reserves the right to reduce the Remuneration or to withdraw from the Agreement until the end of the warranty period.
- 8.4 In the event that HAWC suffers damage due to malfunctioning of the subject of the Order, the Supplier shall provide full compensation.
- 8.5 The Supplier undertakes to deliver spare and wear parts to the Order item at normal market prices and delivery dates for up to 5 years from the moment of delivery.
- 8.6 By accepting the Order for execution, the Supplier explicitly guarantees that the Order item will not be subject to any legal defects at the latest on delivery, in particular third-party property rights.
- 8.7 HAWC is exempt from any third-party claims arising from infringements of intellectual or industrial property rights (in particular copyright and patents, trademark rights and rights in registration for utility and industrial designs) and in the event of such rights being asserted by third parties, the Supplier shall cover any damage suffered by HAWC in this respect. If any third-party property rights are found to have been infringed, the Supplier is also obliged to satisfy the patent holder's claim or to replace the subject of the Agreement at its own expense in such a way that the infringement of property rights ceases to occur, while at the same time not violating the originally agreed conditions of quality, performance and guarantee of functioning. This does not affect any further statutory liability of the Supplier.
- 8.8 The Supplier is responsible according to the legal regulations for all other agreed guarantees.
- 8.9 The supplier shall provide HAWC with a copy of the comprehensive business-related liability insurance with the following limits of liability of not less than the equivalent of EUR 100 000 per event and covering, inter alia, liability for products, for processed items, liability for the fulfilment of its contractual obligations and liability for subcontractors.
- 8.10 The Supplier may only use subcontractors with the prior written consent of FAT HACO (on pain of invalidity). If a subcontractor is used, the Supplier is liable for the subcontractor's acts or omissions as for its own acts or omissions.
- 8.11 Under no circumstances shall HAWC be liable for any lost benefit to the Supplier.
- 8.12 HAWC's total liability to the Supplier is limited to the net amount of Remuneration.

### 9. Cancellation of order, withdrawal, suspension.

- 9.1 HAWC is entitled to terminate all or part of the order (cancellation). In such a case HAWC is obliged to pay the Supplier the Remuneration for already completed Orders and in the amount proportional to the delivered Order subject matter, as well as to reimburse the Supplier for documented costs of work in progress. After receiving notice of cancellation of the Order, the Supplier is obliged to make every effort to minimise the costs covered by HAWC. Ownership of the Object of the Order, including the unfinished one, passes to HAWC upon payment by HAWC. All other claims of the Supplier, apart from those indicated above (including claims for damages) are excluded, and the Supplier declares that it waives such claims and will not pursue them.
- 9.2 HAWC has the right to withdraw from the Order if the Supplier commences liquidation or becomes insolvent, subject to the mandatory provisions of the Bankruptcy and Restructuring Law. Such withdrawal will be possible at the latest by the date indicated in the Order as the date of delivery of the subject matter of the Order to HAWC or to the final customer (depending on what the Parties have agreed) or by the date confirmed by the

Supplier as the date of delivery to HAWC or to the final customer (depending on what the Parties have agreed), if that date is later than the date indicated in the Order. In these specific case HAWC waives all claims and will not pursue them.

- 9.3 HAWC is entitled to suspend execution of the Order at any time. In such case HAWC will inform the Supplier of the expected date of suspension of the Order, and the Supplier must inform HAWC of the consequences of such suspension and propose the best possible adjustments to the schedule of the entire project.

#### 10. Payment

- 10.1 Unless otherwise agreed in writing (on pain of nullity), payments shall be made by bank transfer within 30 days from the date of delivery of the correctly issued invoice to HAWC.
- 10.2 HAWC agrees to issue and send invoices concerning the Remuneration for the Object of the Order, duplicates of such invoices and their corrections in electronic form to the following HAWC e-mail address: invoicing@hawc.be
- 10.3 The assignment of receivables to a third party (assignment) may not be made without the prior written consent of HAWC granted under pain of nullity.
- 10.4 The Supplier must attach the following documents to the invoice
- Proof of delivery
  - Copy of order
- In case of lack of any of the above-mentioned documents (unless they are not applicable in a given Order) the Delivery will be considered as not realized. HAWC will suspend payment of the invoice, without the Supplier's right to charge interest, until the documents are completed.

#### 11. Intellectual property rights

- 11.1 If, as part of or in connection with the performance of this Order, the Supplier produces for HAWC any works within the meaning of the Copyright and Related Rights Act 1994. ("Works"), including in the form of documentation, the provisions of items 12.1-12.3 shall apply to the subject matter of the Order. The Supplier declares that it holds all economic copyrights to the Works. The Supplier transfers to HAWC all author's economic rights to Works, with effect from the date of delivery. The transfer of author's economic rights to the Works shall take place in all fields of exploitation known at the time this Agreement is concluded, in particular in the following fields of exploitation: (a) permanent or temporary multiplication in whole or in part by any means and in any form, (b) production of copies of the Works or parts thereof by any technique, including printing, reprography, magnetic recording and digital technology, (c) translation, adaptation, change of layout or any other changes, (d) marketing, including lending, rental of the original or copies, (e) publication and use in public radio networks, (f) distributing the Works (including by public exhibition, display, reproduction and broadcasting and re-broadcasting, and by making them available to the public in such a way that everyone can access them at a place and time of their choice), (g) using them in part, in excerpts and as part of other works. Upon the transfer to HAWC of the author's economic rights to the Works, all copies of the Works shall also be transferred to HAWC. Together with the transfer of the proprietary copyrights, the Supplier transfers to HAWC the right to authorise the exercise of derivative copyrights in respect of these Works.
- 11.2 Acting on behalf of the author and possible co-authors of the Works, the Supplier authorises HAWC to exercise the personal copyrights to the Works, in particular to: (a) make any changes (alterations, adaptations) in them, including the infringement of their content and form and their fair use, (b) decide to make the Works available to the public for the first time, (c) supervise the use. The Supplier guarantees to HAWC that the creator or possible co-authors will not exercise their moral rights to the Works. The Supplier guarantees to HAWC that the author or possible co-authors of the Works shall not claim the right to be designated as the author or co-authors of the created Works, or of works that may arise from changes (alterations, adaptations) of the Works. The Supplier guarantees to HAWC that the author or possible co-authors of Works shall not use either the right of withdrawal or the right to terminate the agreement for the transfer of author's economic rights to Works to the Supplier, pursuant to Article 56 of the Act on Copyright and Related Rights. The Supplier assures that the transfer of author's economic rights and the authorisation to exercise personal rights shall not violate the rights of any third parties.
- 11.3 The remuneration on account of transfer of author's economic rights to Works - in the fields of exploitation indicated above - and on account of other obligations of the Supplier, mentioned in items 12.1-12.2. above, shall be included in the Remuneration due to the Supplier for execution of the subject of the Order.

#### 12. Confidentiality

- 12.1 The Supplier acknowledges that in the course of performance of the subject matter of the Order it may receive and obtain information covered by HAWC's business secrets, including information concerning its business methods, finances, customers, suppliers, prices, marketing, technology, real estate, specifications, personnel, organization or internal affairs of HAWC ("Confidential Information") in various forms, including oral, written and electronic. Confidential Information does not include any information that has become publicly available in a lawful manner.
- 12.2 Both during and after the Supplier's cooperation with HAWC (for a period of 10 years from the completion of the Order), the Supplier cannot without the prior written consent of HAWC: (a) disclose, make available or transmit in any way to any person any Confidential Information or (b) use any Confidential Information for its own benefit or that of a third party.

#### 13. Raw materials from conflict regions

- 13.1 The Supplier declares and warrants that in the performance of the subject matter of the Contract it will observe and act in accordance with the principles and guidelines set out in Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 establishing due diligence obligations in the supply chain of EU importers of tin, tantalum and tungsten, their ores and gold originating in conflict and high-risk areas ("Regulation").
- 13.2 The Supplier declares that no raw materials used for the performance of the subject matter of the Order come from conflicting areas within the meaning of the Regulation, and that on each request HAWC will disclose the origin of the raw materials used. The above declaration by the Supplier does not apply to cases where the raw materials for the performance of the subject matter of the Order have been delivered by HAWC.

- 13.3 Where in HAWC's reasonable opinion the raw materials used in performance of the subject matter of the Order may originate in conflicting areas within the meaning of the Regulation, HAWC may oblige the Supplier to take the necessary actions that will be required in order for the Supplier to meet the terms of the Regulation.

#### 14. Materials entrusted

- 14.1 Any materials, tools or other objects provided by HAWC (Entrust Material) necessary for the execution of the Order Object will be safely stored by the Supplier without additional remuneration until they are used; they will remain the property of HAWC and may not be used in any other way than for the proper performance of the Supplier's contractual obligations.
- 14.2 The entrusted materials shall be clearly marked as "HAWC PROPERTY" and stored in a separate place.
- 14.3 If Entrusted Materials will be used by the Supplier in the production of the Order Item (e.g., raw materials or components), the Supplier will examine the HAWC Entrusted Materials entrusted by HAWC before starting the production of the Order Item and will inform HAWC if the Entrustment Materials are not fit for their intended use. In the absence of such notification, the Supplier shall be fully liable for any possible defects in the Order subject caused by the Entrusted Materials.
- 14.4 Upon HAWC's request, the Supplier shall return the entrusted materials at its expense and risk.

#### 15. Final provisions

- 15.1 All disputes arising out of the Order with respect to its content and performance, which cannot be settled amicably by the Parties, shall be settled by a common court having jurisdiction over HAWC.
- 15.2 The Agreement is subject to Belgian law. The application of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11.04.1980, is excluded.
- 15.3 Subject to the exceptions provided for in these GPCs, any amendment to the Agreement, termination, withdrawal or termination of the Agreement by agreement if the Parties shall require written form to be valid.