

GENERAL TERMS AND CONDITIONS NORMEC PRODUCT TESTING NV

1. Scope of application: All commercial transactions between NV NORMEC PRODUCT TESTING (hereinafter referred to as "NORMEC PRODUCT TESTING") and the customer are governed by these general terms and conditions. These terms and conditions take precedence by operation of law over the customer's purchase or other terms and conditions, even if they stipulate that they are the only ones to apply. The nullity, if any, of one or more clauses in these general terms and conditions does not affect the applicability of all other clauses. NORMEC PRODUCT TESTING reserves the right to amend the provisions of these general terms and conditions.

2. Placing and processing an order: 1° Each offer or quotation made by NORMEC PRODUCT TESTING shall be entirely free of obligation and shall be valid for a maximum of one month. Special conditions agreed for a single order do not automatically apply to subsequent orders and can never be regarded as an amendment to these general terms and conditions.

2°. A contract shall only be binding after written or electronic confirmation of the order by NORMEC PRODUCT TESTING or if NORMEC PRODUCT TESTING proceeds to execute the order, in which case no written confirmation shall be required. Orders placed by telephone must be confirmed in writing by the customer, unless NORMEC PRODUCT TESTING itself sends an order confirmation, which shall be deemed to be acceptance of the order in a binding manner. The sending of a sample by the customer, stating his customer details, is considered to be a placing of an order.

3°. Requests for additional services concerning samples that have already been transferred to the laboratory shall be treated as new orders and may lead to a proportional adjustment of the delivery date. NORMEC PRODUCT TESTING is entitled to charge management and administration costs for requests for additional and/or changed services for a current order. NORMEC PRODUCT TESTING is entitled to carry out additional analyses (e.g. additional sampling) without the customer's prior consent and to invoice as additional work if this is necessary to arrive at a meaningful report.

3. Price and payment: In Belgium, NORMEC PRODUCT TESTING's prices (unless stated otherwise) are exclusive of VAT and exclusive of transport, insurance and administration costs.

Unless otherwise stated on the invoice, invoices are payable in euros at NORMEC PRODUCT TESTING's registered office, net, within 30 days of the invoice date. A discount for cash payment can only be granted if expressly agreed in advance.

The amount of any invoice that has not been paid in full on the due date shall be increased by operation of law and without notice of default by an interest of 1 per cent per month, whereby each started month shall be considered as expired, and a fixed compensation of 15 per cent on the amount due, with a minimum of EUR 125, without prejudice to the compensation of higher proven damage on the part of NORMEC PRODUCT TESTING.

Insofar as the customer fails to pay one or more outstanding claims of NORMEC PRODUCT TESTING, NORMEC PRODUCT TESTING may suspend all performances and/or cancel non-executed orders, either definitively or until all outstanding invoices have been settled in full.

The non-payment of an invoice on the due date, as well as any interest and penalty clauses owed, entails the immediate exigibility of all other invoices, even those that have not fallen due, and the expiry of previously granted payment conditions. The same shall apply in the event of imminent bankruptcy, judicial or amicable dissolution, request in pursuance with the law on corporate continuation, cessation of payment, takeover of the majority of the customer's shares, as well as in the event of any other fact indicating possible tampering of the customer's solvency.

The unconditional payment of part of an invoiced amount shall be deemed to constitute acceptance of the invoice. Down payments shall always be accepted subject to all reservations and without any prejudicial acknowledgement, and shall first be attributed to any legal costs, then to the interest due, then to the compensation clause, and finally to the amount in principal.

NORMEC PRODUCT TESTING is entitled to offset reciprocal fixed and due debts and claims between itself (or its sister companies and subsidiaries) and the customer to the extent of the smallest amount.

4. Delivery of samples and materials: 1° Unless expressly agreed otherwise, the customer is responsible for the delivery of samples or materials, and this at his own expenses. The samples must be in such a condition that reports or analyses can be made without problems. NORMEC PRODUCT TESTING is entitled to carry out a preliminary investigation into the condition of the samples or materials before proceeding to the processing of the samples or the making of a report. The costs of this preliminary examination shall be borne by the customer if it appears that the samples or materials are not satisfactory.

If the preliminary investigation shows that analysis is not possible or is only possible under less favourable circumstances than originally foreseen - e.g. impurities in the materials, mixing, degradation of the material - NORMEC PRODUCT TESTING shall be entitled to cancel the order or to suspend its execution, in which case the costs incurred by NORMEC PRODUCT TESTING up to that point shall be borne by the customer.

2° The customer must ensure that no sample poses any danger, whether on its premises, during transport or in NORMEC PRODUCT TESTING's laboratory or otherwise, with regard to NORMEC PRODUCT TESTING's buildings, instruments or employees. The customer must ensure compliance with the regulations on hazardous waste, including information, transport and disposal, and must inform NORMEC PRODUCT TESTING in a timely and correct manner about the safety and health aspects of the sample (e.g. proven or suspected toxic or contaminating substances, potential risks to buildings, instruments and NORMEC PRODUCT TESTING employees). The customer is liable, compensates and guarantees NORMEC PRODUCT TESTING on demand for all costs, damages, obligations and injuries that NORMEC PRODUCT TESTING or its employees may incur as a result of the handling of the customer's sample or the circumstances at the site where the sample was taken. The customer shall bear all costs for the removal and processing of hazardous waste resulting from the sample, irrespective of whether or not this has been designated as such.

3° Unless otherwise agreed, all samples become the property of NORMEC PRODUCT TESTING. NORMEC PRODUCT TESTING may remove or destroy the samples immediately after carrying out the analysis, unless expressly agreed otherwise. If the customer requests that materials be stored or returned, this shall always occur at the customer's expenses and risks.

5. Responsibility: 1° Orders shall be executed in accordance with the terms and conditions, techniques and methods developed by NORMEC PRODUCT TESTING at the time of execution and generally applied. The results may not always be completely accurate and/or relevant. Analyses, interpretations, assessments, advice and conclusions are formulated in accordance with the prudential industry standards. NORMEC PRODUCT TESTING's performance is always an obligation of means. In all cases, the customer must check the results, interpretations, assessments and conclusions provided by NORMEC PRODUCT TESTING himself if he wishes to rely on them in important matters, and this at his own risk.

2° The reports made up by NORMEC PRODUCT TESTING can only be used for the purposes specifically stated for the report in question. NORMEC PRODUCT TESTING shall not be liable for the content of its reports if they are used for purposes other than those for which the report was made. The report is one and indivisible and can under no circumstances be partially used or split up. It only relates to the sample analysed by NORMEC PRODUCT TESTING. NORMEC PRODUCT TESTING cannot be held responsible in the event that the sampling plan and/or the analysis range prove to be insufficient or inadequate.

3° The customer is responsible for the correct delivery of samples or materials to NORMEC PRODUCT TESTING. NORMEC PRODUCT TESTING is not liable for any damage that may occur to samples during transport or in an establishment or on a site where services are provided. The customer is at all times obliged to take care of the safety, packaging and insurance of the sample as from the moment it is dispatched to the moment it is delivered to NORMEC PRODUCT TESTING's laboratories. NORMEC PRODUCT TESTING will handle and store the samples in accordance with the applicable standards of care but cannot be held liable for the loss or destruction of samples, not even after receipt thereof in its laboratories.

4° The customer declares and guarantees to NORMEC PRODUCT TESTING that all samples to be sent to NORMEC PRODUCT TESTING for analysis purposes are safe and in stable condition. The provisions of article 4,2° shall apply.

5° Unless expressly agreed otherwise, the contractual relationship shall exclusively concern the customer and NORMEC PRODUCT TESTING. Neither third party beneficiaries nor transferable liability arise from an order and the customer is obliged to indemnify and hold NORMEC PRODUCT TESTING harmless against all claims by third parties for compensation for damage, in any way related to the customer or the order placed by the customer.

NORMEC PRODUCT TESTING can only be held liable for the proven direct damage caused by a serious and/or deliberate error on the part of NORMEC PRODUCT TESTING with regard to the execution of an order. Complaints must be submitted by the customer at the latest within one month after the date of communication of the analytical report in question, or within eight days after receipt of the invoice.

Under no circumstances can NORMEC PRODUCT TESTING be held liable for all indirect, direct and consequential damages (including, but not limited to loss of business, loss of turnover, goodwill, business opportunities, moral damages, etc.) incurred by the customer or third parties.

NORMEC PRODUCT TESTING's liability is in all cases limited to an amount equal to ten times the invoiced and paid price for the report involved.

6° The customer shall always have an obligation to limit the damage. If the customer intends to take a decision or action on the basis of NORMEC PRODUCT TESTING's analytical report which contains a potential risk, cost or investment amounting to more than EUR 25,000.00, the customer shall inform NORMEC PRODUCT TESTING and offer NORMEC PRODUCT TESTING the opportunity to double-check the test results free of charge or against payment, if necessary by requesting additional samples. If the customer does not act in accordance with the guidelines of this paragraph, he shall lose any right to compensation from NORMEC PRODUCT TESTING.

7° The execution deadlines given are always purely indicative. Delays in the execution can never give rise to a fine, compensation or dissolution of the agreement at the expense of NORMEC PRODUCT TESTING. Changes to the order shall result make the established delivery terms invalid.

6 a. Confidentiality and use of analytical results: Analysis results are made for the exclusive use by the customer and may not be communicated to third parties for any purpose without the prior written consent of NORMEC PRODUCT TESTING. Analysis results shall not be published or exploited without the prior written consent of NORMEC PRODUCT TESTING. Any publication will always take place under the full responsibility of the customer, who will guarantee NORMEC PRODUCT TESTING against all consequences and/or claims of third parties who act on the basis of the notified analysis results or place their trust in them.

6 b. Confidentiality of customers, sources and reporting obligations: NORMEC PRODUCT TESTING will at all times treat the information obtained or created of customers and clients confidentially. If NORMEC PRODUCT TESTING is legally required to comply with an obligation to report, the client/customer will always be notified before reports or information are communicated to the official/competent authorities.

Information obtained about the customer from sources other than the customer himself (e.g. a complainant, regulatory authorities) will be kept secret between the customer and the laboratory. The provider (source) of

this information will be kept confidential by NORMEC PRODUCT TESTING and will not be shared with the customer, unless the source agrees.

7. Personal data: NORMEC PRODUCT TESTING may include personal data provided by the customer in an automated database. These data will be processed in accordance with the rules of the GDPR. The customer can always ask for communication, rectification or deletion of his data, free of charge, via simple request, with proof of identity, to NV Normec Product Testing, Vlamingstraat 19, B-8560 Wevelgem or via e-mail to info@Normec Product Testing.be. The data will only be kept for a limited period of time to the extent necessary in the customer relationship. NORMEC PRODUCT TESTING takes all technical and organisational measures to guarantee the confidentiality of the data at all times. If the customer has any questions or complaints related to the data processing, the customer can contact the Data Protection Authority.

8. Disputes and applicable law: All disputes arising from these general terms and conditions as well as from any agreement concluded between NORMEC PRODUCT TESTING and the customer shall fall under the exclusive jurisdiction of the courts of Kortrijk. Belgian law is applicable.