

SERIS TECHNOLOGY: GENERAL SALES CONDITIONS BUSINESS TO BUSINESS

1. APPLICABILITY OF THESE GENERAL SALES CONDITIONS

These General Sales Conditions apply to the Delivery of Goods and/or Services by SERIS Technology N.V./S.A. (hereinafter referred to as 'SERIS Technology'), with its registered office at Kleine Mechelsebaan 52A, B-3200 Aarschot, (tel: +32 (0)16 68 98 68 – +32 (0)16 68 98 60 – fax: +32 (0)16 68 98 69 – e-mail: information.technology@seris.be), with company number BE 0475.583.377, a security company accredited by the Federal Public Service for Home Affairs under number 20.1196.09, to the legal person (hereinafter referred to as 'the Client') who concluded a Contract with SERIS Technology in this respect.

By signing the Contract or placing an order, the Client acknowledges having read and accepted these General Sales Conditions. Only the general and/or special terms and conditions of SERIS Technology apply, excluding the general and/or special terms and conditions of the Client. Deviations, to the extent permitted by law, do not apply unless expressly agreed otherwise in writing between the Parties. In case of conflict between the provisions of the sales contract and the general and/or special conditions of SERIS Technology, the provisions of the sales contract will prevail. If any provision of these General Sales Conditions is held invalid, such invalidity will not affect the validity of the remaining provisions.

2. DEFINITIONS

- 2.1 **Contract:** Refers to these General Sales Conditions, the sales contract and all annexes.
- 2.2 **Client:** 'the company' as understood by article I.1, 1° of the Belgian Code of Economic Law which has concluded a Contract with SERIS Technology for the Delivery of Goods and/or Services.
- 2.3 **Party(ies):** Refers to each Party to the Contract separately (SERIS Technology or the Client) or collectively to 'the Parties'.
- 2.4 **Goods:** (in) tangible property.
- 2.5 **Services:** The execution of works, possibly including the Delivery of Goods required to perform the Services.
- 2.6 **Delivery of Goods:** Physical provision of Goods to the Client.
- 2.7 **Delivery of Services:** The acceptance by the Client of the Services performed, as shown in the official report of Delivery or the signed work order, whereby the first document counts as acceptance, and in the absence thereof, the expiry of eight (8) calendar days since the execution without written notification by the Client that he does not accept the Services performed. If, in case of extensive works, provisional official reports of Delivery or work orders are signed by the Client, these shall also qualify as the Delivery of Services for the works already performed.
- 2.8 **Force majeure:** Any circumstance beyond the reasonable control of one of the Parties which impairs the possibility of the normal exercise of its obligations under the Contract and which could not reasonably have been foreseen and avoided. Force majeure includes, but is not limited to: fire, flood, lightning, war, an act of terrorism or terrorist threat, riots, strikes, lock-out, trade embargos, governmental decisions, epidemics, natural disasters, biological or chemical pollution or nuclear risk.

3. PRICES

- 3.1 All prices are VAT-exclusive, unless explicitly stated otherwise. All duties and taxes of any kind levied or to be levied by the competent authorities are at the Client's expense.
- 3.2 The specifications and quotes are based on the current values of wages, materials and fixed costs. If these change due to an external cause, SERIS Technology reserves the right to adjust its prices accordingly. These include (but are not limited to): the duties, taxes or costs imposed by the public authorities, such as for example an increase in the VAT rate in the period between the order and the Delivery, the costs and charges imposed by the collective agreements binding SERIS Technology, the increases in other social security charges and insurance premiums, cost increases due to legislative and/or regulatory changes, etc.

4. ADMINISTRATIVE COSTS of EUR 150 per transaction

In case of repetitive administrative demands or demands requiring additional administrative actions, an administrative fee of EUR 150 per transaction will be charged.

5. VALIDITY OF SPECIFICATIONS AND QUOTES

All specifications and quotes in whatever form are merely indicative, unless they specifically mention a validity period. As long as the Client has not accepted a specification or quote, these have a purely informative value and SERIS Technology can withdraw them at any time.

6. CONTENT OF SPECIFICATIONS AND QUOTES

Specifications and quotes are always made based on the information communicated by the Client. It is the Client's responsibility to check this information and verify it with its insurance provider if the latter imposes any requirements. SERIS Technology can not be held responsible for damages of any kind resulting from the communication of incorrect and/or incomplete information by the Client.

7. CANCELLATION OR EARLY TERMINATION BY THE CLIENT

- 7.1 7.1 If the order is cancelled, the Client shall owe fixed compensation of thirty (30) % of the order value.
- 7.2 7.2 If the Client terminates the Services Contract early and if he has not complied with the terms of the notice period, he shall owe SERIS Technology compensation corresponding to the fee for the normal remaining term of the Contract.
- 7.3 7.3 This clause is without prejudice to SERIS Technology's right to claim higher compensation for the actual losses incurred.

8. DELIVERY TIMES

Delivery times are purely indicative and do not bind SERIS Technology, unless expressly agreed otherwise in writing between the Parties. SERIS Technology can not be held responsible in case the delivery times are exceeded. Delays in Delivery cannot be a reason to dissolve the Contract.

9. DEFECT – WARRANTY

- 9.1 Complaints regarding the Delivery of Goods and/or Services must reach SERIS Technology within eight (8) calendar days of the Delivery. However, if, before the expiry of these eight (8) calendar days, the Client signed an official report of Delivery or work order regarding the delivered Services, the Client forfeits his right to file a complaint.
- 9.2 Complaints must always reach SERIS Technology before the Goods are used or resold. The fact that SERIS Technology does not receive any complaint within this period of eight (8) calendar days means that the Client accepts all works in full and that the Client states that visible defects are covered.
- 9.3 The warranty against hidden defects (manufacturing faults, raw materials defects, installation errors) does not extend beyond the warranty of our suppliers and shall never be valid for more than one (1) year after Delivery. The Client shall inform SERIS Technology within two (2) months after discovery of a defect, after which any entitlement to repair or replacement expires. Defects manifesting themselves more than six (6) months after Delivery are not considered to have been present at the time of the Delivery, unless the Client can prove otherwise. Repairs or replacements under these provisions shall merely suspend (and therefore never renew) the original warranty term. The warranty only applies if the Client can prove that the defects occur under normal conditions of use and excludes the effects of Force majeure, abnormal use, deterioration of the defect due to negligence and any other external cause (acts of third parties, etc.).

10. TRANSFER OF OWNERSHIP AND RISK

- 10.1 The delivered Goods remain the property of SERIS Technology until full payment of the purchase price in principal, interest and costs. In case of late or non-payment, SERIS Technology can recover the delivered Goods at any time, even if these Goods have been processed or incorporated. In case the Client resells the Goods, SERIS Technology is entitled to the purchase price or the claim for payment of the purchase price. The transfer of ownership from SERIS Technology to the Client takes place upon full payment of the purchase price in principal, interest and costs.
- 10.2 The risk is transferred from SERIS Technology to the Client upon conclusion of the Contract. The Client then bears the risk of loss, damage and theft. Storage of the Goods pending sale or collection is at the risk of the Client. The Goods are shipped at the risk of the Client. The cost of transport shall be borne by the Client, unless expressly stated otherwise.
- 10.3 The assembly, dismantling, repairs or maintenance work may cause damage to the Client's premises. Costs for repairs of normally expected damages will in any case remain at the expense of the Client.
- 10.4 Goods and materials that SERIS Technology rents or leases to the Client, remain the property of SERIS Technology and as such may not be transferred, sold, exchanged, pledged or rented by the Client without the prior written consent of SERIS Technology.
- 10.5 Goods that are dismantled by SERIS Technology as part of the Contract become the property of SERIS Technology, unless expressly agreed otherwise in writing between the parties.
- 10.6 If in the latter case the Client requests SERIS Technology to temporarily store the dismantled Goods, with a view to reuse them, the Client will owe a fee of one (1) € per calendar day per stored item. Each stored item will count as an individual appliance (an appliance that can function separately), or a unit of one (1) dm³ as a collection of smaller appliances, elements or accessories is considered a stored item. Depending on the case, the cheapest method of storage for the Client will always be charged.

11. RECEIPT

- 11.1 If the Client fails to collect the Goods/Services, without good reason, on the date communicated to him or if he refuses to receive them, SERIS Technology reserves the right to consider the Contract dissolved without judicial intervention, without prior notice and without prejudice to his right to claim additional damages (storage costs, transport costs, etc.).
- 11.2 The Client must ensure that SERIS Technology can carry out the Delivery of the Goods/Services in a normal manner, at the planned location and on the agreed date. The Client must ensure that the place of Delivery is accessible, that the equipment necessary to unload the Goods or to provide the Services is available and that there are sufficient free parking spaces. If these conditions are not met, the Customer must compensate all damages, including waiting hours and parking fees or fines incurred by SERIS Technology.

12. SAFETY

The Client takes the necessary measures to ensure that the SERIS Technology employees or representatives can deliver the Goods and/or Services in safe, suitable conditions in accordance with the applicable laws and regulations.

13. FORCE MAJEURE

If SERIS Technology is unable to perform the Contract due to Force Majeure, SERIS Technology reserves the right to terminate the Contract without judicial intervention after a period of thirty (30) calendar days without any compensation being due.

14. LIABILITY AND INSURANCE

- 14.1 The civil liability of SERIS Technology towards the Client is limited (except for legal exceptions) to five (5) times the annual value of the Contract, with a maximum of € 2.000.000 per claim and per year, for bodily injury, material damage and professional liability. In no event shall SERIS Technology be liable for indirect or consequential damages such as, but not limited to, loss of sales, loss of profits, total costs of business interruption, etc. SERIS Technology guarantees that it is always sufficiently insured.

- 14.2 SERIS Technology hereby undertakes an obligation of means, except in terms of the Delivery of Goods, for which SERIS Technology undertakes an obligation of result.
- 14.3 SERIS Technology will under no circumstances indemnify the Client if the Client is held liable pursuant to Art. 544 of the Civil Code.
- 14.4 In order to be able to claim damages, the Client must report each claim in writing to SERIS Technology within four (4) calendar days after discovery of the damage. The Client will have to prove that the damage was caused by a fault of SERIS Technology as well as the size of the damage.

15. EXCLUSIONS

- 15.1 SERIS Technology is discharged from its obligation to indemnify in case of damage resulting from operating errors, misuse or negligence by the Client/damage caused by third parties or by the Client himself/damage resulting from repairs carried out by third parties or by the Client himself to the Goods delivered and/or placed by SERIS Technology/damage resulting from the connection of inappropriate equipment by third parties or by the Client himself/mains failure or malfunction of transmission lines/attempted intrusion/acts of sabotage or vandalism/other forms of Force majeure.
- All repairs of this type of damage are at the expense of the Client.

16. CAUSES FOR TERMINATION OF THE CONTRACT WITHOUT JUDICIAL INTERVENTION

- 16.1 Parties have the right to terminate the Contract by registered letter without judicial intervention, without compensation and without notice in the event the other Party declares bankruptcy, is declared bankrupt, is dissolved or is liquidated.
- SERIS Technology has the right to terminate the Contract at any time by registered letter without judicial intervention, without compensation and without prior notice of default, in the following cases:
 - if the Client is in breach of any of its obligations under the Contract and thirty (30) calendar days after written notice of default, Client is still in breach of such obligations;
 - if the Client has not paid an invoice that has not been disputed in accordance with article 17.3 within fifteen (15) calendar days following a written notice of default sent by SERIS Technology;
 - in case of any significant change in the legal situation of the Client.

17. INVOICE

- 17.1 Invoices are payable within thirty (30) calendar days of receipt of the invoice, unless expressly agreed otherwise in writing between the Parties.
- 17.2 Invoices and documents relating to the Contract will be sent electronically by SERIS Technology to the Client. However, if the Client wishes to receive them by mail, he will send an explicit written request to SERIS Technology and a fee will be charged for this.
- 17.3 Invoices must be disputed in writing, within fifteen (15) calendar days of receipt of the invoice, under penalty of inadmissibility. The Client must mention the date and the invoice number in all his communications.
- 17.4 If an invoice from SERIS Technology would be disputed, with a request to correct it, due to changes specific to the Client (i.e. company form, name, address, etc.) or additions requested by the Client (i.e. order form number) that were not communicated to SERIS Technology in writing at least one (1) month prior to the next contract period, SERIS Technology reserves the right to reject this dispute. If SERIS Technology is nevertheless forced to accept the changes or additions in order to obtain payment for its Services, administrative costs will be charged to the Client.
- 17.5 Any late payment of an invoice shall, without judicial intervention and without notice of default, result in the payment of interest of eight (8) % on the amount due, from the date the invoice becomes due and payable and until full payment has been made.
- 17.6 For any delay of more than one (1) month, the amount of the invoice will be increased by fifteen (15) % (with a minimum of seventy-five (75) €) as fixed compensation without judicial intervention and without notice of default. SERIS Technology reserves the right to claim additional compensation if the damage suffered is higher than the fixed compensation.

- 17.7 In case of late payment, SERIS Technology has the right to suspend performances towards the Client, without prejudice to its right to terminate the Contract without judicial intervention and without prior notice by registered letter. Suspension of performances will result in SERIS. Technology being discharged from all liability to the Client who cannot claim compensation, refund or damages in that respect. The amounts due during the period of suspension will accrue to SERIS Technology as compensation.
- 17.8 Unless otherwise expressly stipulated in writing, the agreed price shall be paid as follows:
- the balance in accordance with the invoices issued according to the progress of the works.
 - an advance payment of 10% of the agreed price at the beginning of the work, in accordance with the invoice issued at that time
 - an advance of 30% of the agreed price at the time of ordering the works, in accordance with the invoice issued with the order confirmation

18. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

- 18.1 The Party which receives information agrees to take all reasonable measures to preserve the confidential nature of all information supplied by the communicating Party, both during the preparatory phase and during the execution of the Contract, as well as after its expiry. This joint obligation relates to both information in material form (order forms, Contracts and appendices, other documents, brochures, procedures, etc.) and intangible material (verbal, digital, audiovisual, etc.), as well as all personal data¹ and trade secrets². The duty of confidentiality provided for in this article shall not apply in each of the following cases if the information: a) was already legally in the possession of the receiving Party before the communication of the information; b) is already available publicly at the time of the communication; c) is made public after its communication other than by means of an error on the part of the Party for which it was intended; d) is rendered accessible to the Party for which it was intended on a non-confidential basis, by a source other than the Party communicating the information; e) was independently developed by a Party without the use of confidential information from the communicating Party; f) if the Party communicating the information indicates in writing that the information has lost its confidential nature.
- 18.2 SERIS Technology N.V./S.A. (Kleine Mechelsebaan 52A, 3200 Aarschot, Belgium) processes personal data in accordance with the aims and basic principles decreed in our 'Privacy notice', which can be found on our website www.seris.be. We always process personal data in accordance with the relevant personal data protection legislation. By consulting our 'Privacy notice', you will gain more information about the types of personal data we process as a controller as well as the retention period of this data and any transfers of personal data to third parties. Data subjects have a right to access their own personal data and to request the rectification of their personal data. Each data subject can also insist on the removal of his or her personal data in the cases listed by law. In the event of a dispute relating to the handling of personal data, the data subject can demand the restriction of the processing of his or her personal data until the dispute is resolved. Finally, any data subject has the right to the portability of his or her personal data. At any time and without justification, anyone can object to the processing of his or her personal data for direct marketing purposes. Any data subject who wants to exercise these rights is requested to send an e-mail to dpo@seris.be with a copy of proof of identity attached.

¹ According to the definition of Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (...), hereafter the 'GDPR'.

- 18.3 If, in the performance of the Contract, SERIS Technology would be qualified regarding the Client as a 'data processor' (within the meaning of the GDPR) then the relevant processing of personal data will take place in accordance with the provisions of the specific data processing agreement concluded by the Parties. ²

19. INTELLECTUAL PROPERTY

- 19.1 The provision of Services or the Delivery of Goods by SERIS Technology does not involve any transfer of intellectual property. SERIS Technology retains ownership and copyright in all quotations, offers, syllabi, drawings, software, models and other documents provided to the Client. However, the Client is authorized to use such materials or the purpose of the Contract. The Client may not communicate them to third parties without the prior written consent of SERIS Technology.
- 19.2 Computer programs and other software supplied with the installation remain the property of the manufacturer. The Client obtains a nonexclusive, temporary and non-transferable right of use.

20. INTEGRITY, ANTI-CORRUPTION AND BRAND IMAGE

- 20.1 SERIS Technology has an internal declaration of integrity and a code of conduct that can be made available for consultation upon request.
- 20.2 The Parties undertake to comply at all times in all their relationships and transactions, whether or not in connection with the Contract, with all laws and regulations prohibiting, preventing or disapproving any act that may be considered a form of corruption. The Parties undertake to communicate these obligations to their employees and to their management (e.g. by means of a Code of Conduct) and to transfer them to third parties involved in the performance of the Contract. No offer, compensation or payment or benefit of any kind whatsoever which constitutes or may constitute an unlawful act or form of corruption is or will be accepted or permitted, directly or indirectly, with a view to or in return for the assignment or performance of the Contract.
- 20.3 Without prejudice to criminal penalties, any act by a Party to this Contract contrary to the provisions of this clause shall constitute grounds for immediate termination of the Contract, without judicial intervention and without any compensation for the Party which has violated the provisions of this Clause.
- 20.4 Each Party undertakes not to damage the reputation and image of the other Party to the Contract, both during the performance of the Contract and after the termination of the Contract. This obligation also applies to any damage to the reputation, brand, concept or product to which the Contract relates.

21. PERSONNEL OF SERIS TECHNOLOGY

- 21.1 The Client will not, during the term of the Contract and twelve (12) months after the termination of the Contract, employ or rely directly or through a third party on the Services of SERIS Technology personnel, except with the prior written consent of SERIS Technology. In case of violation of this prohibition, the Client is unconditionally liable to pay a fixed minimum compensation to SERIS Technology equal to six (6) months gross salary of the relevant staff member, without prejudice to SERIS Technology's right to claim higher compensation for the actual damages suffered.
- 21.2 The personnel of SERIS Technology are not contractually tied to the Client and remain exclusively subject to the authority of SERIS Technology. SERIS Technology shall appoint a person, whom the Client may contact with a view to the best possible execution of the Contract.

² According to the definition of Article 2.1 of the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

22. LITIGATION AND APPLICABLE LAW

- 22.1 The Contract is exclusively governed by Belgian Law, with the exclusion of the Vienna Convention.
- 22.2 In the event of any dispute relating to the validity, interpretation or performance of the Contract, the Parties shall first attempt to settle the dispute amicably and in good faith.
- 22.3 In the event that no amicable settlement is reached, only the courts of Leuven are competent to decide on disputes concerning the validity, interpretation or execution of the Contract.

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