# Komax Group Standard – General Terms and Conditions of Supply

## 1. General

These general terms and conditions of supply shall be binding. Any terms and conditions stipulated by the party placing the order (hereinafter called “Customer”) at any time which are in contradiction to these general terms and conditions of supply shall only be valid if expressly accepted by Komax Belgium nv, registered under Belgian VAT number BE0458961042 (hereinafter called Komax Be) in writing.

A contract shall be deemed to be concluded between Komax Be and the Customer upon receipt by the Customer of Komax Be’s written confirmation in which the latter states its acceptance of the order (order confirmation).

All agreements and legally relevant declarations of the parties to the contract must be in writing in order to attain validity. All declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations, unless otherwise agreed.

Unless otherwise agreed, the place of performance for all obligations arising out of the contractual relationship is the headquarters of Komax Be.

Should a provision of these general terms and conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

## 2. Scope of Deliveries of Goods and Provision of Services

The scope of Komax Be’s deliveries of goods and provision of services is exhaustively specified in the quotation and/or order confirmation and in any appendices thereto and/or referenced documentation therein. Goods and/or services not listed there can be additionally billed to the Customer if they are necessary for contract performance.

Komax Be shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

If Komax Be provides technical advice or acts in an advisory capacity and this information or advice does not fall within the contractually agreed-upon duties, then such services are provided free of charge and in exclusion of all liability.

## 3. Offers and Technical Documents

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided in technical documents are only binding to the extent they have been expressly stipulated as such. Komax Be reserves the right to change data in the technical documents at any time.

All offers are of a confidential nature. Only persons who are going to handle them are allowed to be made privy to the content.

Each party to the contract retains all rights to technical documents – such as drawings, drafts, circuit diagrams and cost estimations – it provides to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over. At Komax Be’s request, these documents must be returned if corresponding orders fail to materialize.

## 4. Regulations in Force in the Country of Destination and Safety Devices

The Customer shall, at the latest when placing the order, draw the attention of Komax Be to the standards and regulations applicable to the deliveries of goods and provision of services, to the operation of the plant as well as to the health and safety of personnel.

Unless otherwise agreed, the goods delivered, and services provided shall comply with the standards and regulations of Komax Be.

## 5. Prices

Unless otherwise agreed, all prices shall be deemed to be net FCA, Komax Be site, according to Incoterms 2020,

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, packaging, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Customer. Likewise, the Customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied as a result of or in connection with the contract, or shall refund them to Komax Be in exchange for adequate evidence in case Komax Be is liable for them. If applicable - the costs for transport (including packaging, shipment, and insurance) are stated on the invoice.

Komax Be reserves the right to adjust the prices in case wage rates or raw material prices vary between the submission of the tender and the contractually agreed performance.

In addition, an appropriate price adjustment shall apply in case:

- the delivery period has been subsequently extended due to any reason stated in these general terms and conditions of supply, or
- the nature or the scope of the agreed goods to be delivered or services to be provided has changed, or
- the material or the execution has undergone changes because the documents furnished by the Customer were not in conformity with the actual circumstances, or were incomplete.

## 6. Terms of Payment

Payments shall be made by the Customer to Komax Be's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Deviations from the above must be agreed in writing.

Unless otherwise mentioned in the order confirmation, the payment is due within 30 days from the invoice date.

Set-offs with counterclaims of the Customer or retention of payments due to such claims is not permissible, unless previously agreed with Komax Be.

The payment obligation shall be deemed satisfied as long as disposable EURO have been made available to Komax Be at the latter's domicile.

The dates of payment shall also be observed if transport, delivery, erection, commissioning, or acceptance of the deliveries of goods or the provision of services is delayed or prevented for reasons for which Komax Be is not responsible, or if insignificant parts are missing, or if it proves necessary to undertake reworking that will not prevent the goods delivered from being used.

If the advance payment or the contractually agreed security is not provided in accordance with the terms of the contract, Komax Be may adhere to or terminate the contract and shall in both cases be entitled to claim damages.

If the Customer, for any reason whatsoever, is in arrears with a payment, or if Komax Be is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, Komax Be, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the goods ready for dispatch until new terms of payment and delivery will have been agreed and until Komax Be will have been furnished with satisfactory security.

If such an agreement cannot be reached within a reasonable time, or if Komax Be is not provided with adequate security, Komax Be shall be entitled to terminate the contract and to claim damages.

If the Customer does not meet the agreed payment deadlines, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Customer's domicile, but not less than 4 per cent over the current 3-month EURO-EURIBOR target. The right to claim further damages is reserved.

## 7. Reservation of Title

Komax Be shall remain the owner of all deliveries of goods with right of retraction until having received the full payments in accordance with the contract.

The Customer shall cooperate in any measures necessary for the protection of Komax Be's title

During the period of the reservation of title, the Customer shall, at its own expense, maintain the delivered goods in accordance with the relevant operating manual and in agreement with Komax Be, and insure them for Komax Be's benefit against theft, breakdown, fire, water, and other risks. It shall further take all measures to ensure that Komax Be's title is in no way prejudiced.

## 8. Delivery Period

The delivery period shall start as soon as the contract is concluded in accordance with these general terms and conditions of supply, all official formalities such as, but not limited to, import, export, transit, and payment permits have been completed, payments due with the order have been made, any agreed security has been provided and the main technical points settled. The delivery period shall be deemed to be observed if by the time the period expires, a notification has been sent to the Customer that the deliveries are ready for dispatch. Where a delivery period is fixed, this date shall be the last day of a delivery period.

Compliance with the delivery period is conditional upon the Customer fulfilling its contractual obligations, such as making known specifications.

The delivery date will be ended:

- if the information required by Komax Be for performance of the contract is not received fully and in time, or if the Customer subsequently changes this information thereby causing a delay in the deliveries of goods or the provision of services;
- if hindrances occur which Komax Be cannot prevent despite exercising due care. Such hindrances include, but shall not be limited to, epidemics, pandemics, mobilization, war, revolution, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery by supplier of raw materials, semifinished or finished products, important work pieces becoming scrap, official actions or omissions by any state authorities or public bodies, natural catastrophes, shortage of resources and material. In such situation Komax Be is not liable for any damages;
- if the Customer or any third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the Customer fails to observe the terms of payment.

Any costs for which Komax Be is not responsible that were incurred by an extension of the delivery period shall be invoiced to the Customer.

**Delay**

Komax Be is only in default regarding delay by a written notice of the Customer that states a 30 day grace period

The customer shall be entitled to claim compensation for delayed deliveries if it can be proven that the delay was caused by Komax Be and the customer can prove damage as a result of this delay. If the customer is relieved by a replacement delivery, the claim for compensation for delay shall lapse.

The compensation for delay shall amount to a maximum of 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay shall not give rise to a claim for compensation for delay. After the maximum compensation for delay has been reached, the customer shall set Komax Be a reasonable period of 30days grace period in writing. If this grace period is not met for reasons for which Komax Be is responsible, the Customer shall be entitled to refuse acceptance of the delayed part of the delivery. Komax Be shall not be held liable for delivery delay caused by delivery delay of its suppliers and shall assume no liability for any damages or losses that arise from delayed delivery of its suppliers.

The customer shall have no rights and claims for delay in delivery or performance other than those expressly stipulated in the clauses regarding the delivery period. This restriction does not apply in the case of unlawful intent or gross negligence on the part of Komax Be but does apply in the case of auxiliary persons.

## 9. Packaging

Packaging shall be invoiced separately by Komax Be and shall not be returnable. However, if it is declared as Komax Be's property, it shall be returned by the Customer, carriage paid, to the place of dispatch.

## 10. Passing of Benefit and Risk

The agreed delivery clauses shall be interpreted according to the Incoterms 2020 valid at the time of the parties' entry into the contract.

Partial delivery is allowed unless otherwise agreed.

If dispatch is delayed at the Customer's request or for other reasons for which Komax Be is not responsible, the risk shall pass to the Customer at the original agreed contractual delivery date. From this moment on, the goods being delivered shall be stored and insured on the account and at the risk of the Customer.

## 11. Shipping, Transport, and Insurance

Komax Be must be notified in a timely manner about any special requests regarding shipment, transport and insurance. The transport shall proceed at the Customer's expense and risk. The Customer shall be responsible for taking out insurance against risks of any kind.

Shipment are handled based on FCA Komax Be site, Incoterms 2020, unless otherwise agreed. Packaging is chosen by Komax Be.

Shipments that have incurred shipping damage must only be accepted with a qualified reservation (exact details of damage). This reservation must also be signed by driver. Externally visible damage must be documented including pictures. Damaged goods must be secured and completed with the original package. Shipping damage must be reported to Komax Be immediately and with high priority in writing. Promptly, the forwarding agent and/or freight carrier, however applicable, must be informed to ascertain the facts and safeguard all rights.

## 12. Inspection and Formal Acceptance of the Deliveries of Goods and Provision of Services

Komax Be agrees to inspections of the deliveries of goods and provision of services prior to dispatch if this is a customary practice. If the Customer requests further testing, it has to be specially agreed upon and paid for by the Customer.
The Customer shall, within 14 days from the date of their receipt, inspect the goods delivered and the services provided and shall immediately report any defects in writing to the service unit specified by Komax Be.
On being notified of defects, Komax Be shall remedy them as quickly as possible and the Customer shall give Komax Be the opportunity to do so.

A special agreement is needed for carrying out a formal acceptance test and setting the conditions related to it. Therefore, an acceptance procedure such as FAT/SAT must be mutually agreed to be applicable. Unless otherwise agreed, the following applies:

- Komax Be shall advise the Customer timely of the execution of the acceptance test so that the Customer or its representative can attend.
- A formal acceptance report shall be prepared which shall be signed by both the Customer and Komax Be or by their representatives. This report shall state either that the formal acceptance has been given or that it has been given conditionally or that the Customer has refused to give its formal acceptance. In the latter two cases, the defects shall be listed individually in the report.
- In case of insignificant defects, in particular those which do not substantially hinder the efficient functioning of the delivered goods or provided services, the Customer shall not be entitled to refuse the acceptance of same and the signing of the acceptance report. Such claims fall under warranty. Komax Be shall remedy these defects without delay.
- In case of important deviations from the contract or of serious defects for which Komax Be is responsible, the Customer shall give Komax Be the opportunity to remedy the defects within a reasonable time. Thereafter a further acceptance test shall take place.
- If during this test important deviations from the contract or serious defects appear again, the Customer shall be entitled to claim either a price reduction or an indemnity or other compensations from Komax Be, provided the parties to this contract agreed to this beforehand. If, however, the defects or deviations appearing during such a test are so serious that they cannot be remedied within a reasonable time and if the goods delivered and services provided cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax Be can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.
- Prior to the machines being put into operation, the Customer shall read carefully all accompanying documents such as operating and software instructions, spare parts catalog and any conversion and

installation instructions. In case of resale the Customer is obliged to forward the above documents to the purchaser and to ensure that this procedure is applied to any further sales actions.

- In project business Komax Be reserves the right to deviate from drawings, weights, measurement tables and previously shown design documents if these deviations are considered purposeful for the model involved and the Customer was consulted beforehand.

Formal acceptance shall also be deemed completed,

- if the acceptance test cannot be carried out on the date provided for due to reasons beyond Komax Be's control;
- if the Customer refuses to give its acceptance without being entitled to do so;
- if the Customer refuses to sign the acceptance report prepared in accordance with this clause;
- as soon as the Customer uses the goods delivered or services provided by Komax Be.

Defects of any kind in the goods delivered or services provided shall not entitle the Customer to any rights and claims other than those expressly stipulated in the clauses of these general terms and conditions of supply regarding warranty, liability for defects.

## 13. Warranty, Liability for Defects

**Warranty period for merchantable quality**

The period for asserting warranty claims regarding merchantable quality lasts 12 months. After that any warranty claims are precluded. The period starts with the dispatch of the delivery ex works or possibly at the agreed formal acceptance of the goods to be delivered and the services to be provided or, if Komax Be assumes responsibility for installation, upon completion thereof. If dispatch or acceptance or installation are delayed for reasons beyond Komax Be's control, the period for asserting warranty claims regarding merchantable quality shall end no later than 15 months after the invoice date.

No warranty is given for wearing parts.

The warranty claims expire prematurely if the Customer or a third party has inappropriate modifications or repairs undertaken by specialists not acknowledged by Komax Be or if the Customer, in case of a defect, does not immediately take all suitable steps to mitigate the damage and does not give Komax Be the opportunity to remedy the defect.

**Liability for defects in material, design, and workmanship**

Upon written request from the Customer, Komax Be shall undertake as quickly as possible its choice of either repairing or replacing any parts of the delivered goods which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become Komax Be's property unless it explicitly dispenses with such ownership. Komax Be shall cover the reworking costs incurred at its factory. If reworking cannot be carried out in Komax Be's factory, the Customer shall bear the related costs that exceed the customary costs of transport, personnel, travel, and living as well as of dismantling and reassembly of the defective parts.

**Liability for express guarantees**

Express guarantees are only those which have been expressly stipulated as such in the order confirmation or in the specifications. An express guarantee is valid until the expiration of the warranty period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant quality or capacity. If the express guarantees are not or only partially achieved, the Customer may first of all demand that Komax Be carry out the improvements immediately. The Customer shall give Komax Be the necessary time and opportunity to do so. If such improvements fail completely or in part, the Customer may claim such compensation as has been agreed for such a case, or, if such an agreement has not been made, a reasonable price reduction. If, however, the defect is so serious that it cannot be remedied within a reasonable time and if the delivered goods or provided services cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax Be can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.

**Exclusions from the liability for defects**

Excluded from Komax Be's warranty and liability for defects are all deficiencies which have not been proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive strain, use of any unsuitable consumables, influence of chemical or electrolytic action, construction or installation work not undertaken by Komax Be, or

resulting from other reasons beyond Komax Be's control. Komax Be is, within the limits of warranty, only liable for damages resulting from deficient software insofar as the customer had no influence on such software. An influence shall be considered especially in case of software modifications and / or combination with third party software, any kind of modification of parameter settings by not specifically trained personnel and any handling deviant from the operating instructions.

**Goods and services from subcontractors**
For goods delivered and services provided by subcontractors stipulated by the Customer, Komax Be assumes warranty and liability for defects only to the extent of the subcontractors' warranty obligations.

**Exclusivity of warranty of merchantable quality claims**
With respect to any defective material, design or workmanship as well as to any failure to fulfill express guarantees, the Customer shall not be entitled to any rights and claims other than those expressly stipulated in the clauses regarding warranty, liability for defects. Any further warranty and/or liability – especially for any consequential damages – is excluded.

**Liability for additional obligations**
Komax Be is only liable to the extent of unlawful intent or gross negligence as regards claims arising from faulty advice and the like or from breach of any additional obligations.

**Violation of the rights of third parties**
Komax Be guarantees that it holds all rights to render its performances in accordance with the contract. If a third party asserts a better right with regard to the goods delivered, the Customer must notify Komax Be thereof in writing within 5 days.

Assuming this notification is made on time and every reasonable support is granted at all times, Komax Be shall be responsible for defending, at its own expense, the Customer against such claims. If need be, Komax Be shall alter its performances in such a way that they meet all of the Customer's essential requirements while not violating third party rights, or Komax Be shall obtain, at its own expense, a license from the third party for the Customer. If Komax Be succeeds in doing neither one nor the other and the third-party claims are established by a court decision, Komax Be shall pay compensation for every direct loss incurred by the Customer due to enforced third party claims. Any further warranty and /or liability – especially for any consequential damages – is excluded. The Customer is solely responsible for ensuring that the products delivered by Komax Be are not used to manufacture products that violate the patents or other proprietary rights of third parties. Komax Be refuses to assume any liability in this regard.

## 14. Return Material Authorization Process (RMA Process)

If the Customer ships back certain parts or machines for some reason, it must announce this action in advance in writing using the form Komax Be provides for this purpose. The forms provided by Komax Be are to be used. If Komax Be accepts the return shipment of certain parts or machines, they are given an RMA No. (Return Material Authorization No.). Komax Be shall accept only return shipments which it expressly approved in advance and for which it issued an RMA No. For other shipments, Komax Be reserves the right not to accept them and to return them at the expense of the sender, to properly invoice the returned parts or machines or (in the case of advance payment) to dispense with giving the Customer credit.

Electronic components ESD (Electrostatic Sensitive Device) might be destroyed by electrostatic charge. Those parts shall be shipped, transported and stored in special ESD suitable packaging. The repurchase of parts arriving at Komax Be in inappropriate packaging is refused.
The Customer shall return replacement parts and goods delivered and services provided under warranty cases within 90 days of the above announcement date. If the Customer fails to meet this deadline, Komax Be reserves the right to refuse acceptance of such parts or machines and to send them back at the Customer's expense or if need be, to properly invoice them or (in the event of advance payment) to dispense with giving the Customer credit.

## 15. Nonperformance, Bad Performance and Consequences

In all cases of bad performance or nonperformance not expressly covered by these general terms and conditions of supply – in particular if Komax Be, without valid reasons, starts execution of the deliveries of goods and provision of services so late that punctual completion is no longer foreseeable, or if an execution contrary to the terms of the contract can be clearly foreseen through Komax Be's fault, or if the deliveries of goods or provision of services have been executed contrary to the terms of the contract through Komax Be's fault – then the Customer shall be entitled to grant Komax Be a reasonable additional grace period for the affected deliveries of goods or provision of services along with a simultaneous warning that the Customer will terminate the contract in case of non-compliance. If Komax Be lets this additional grace period lapse unused through its own fault, the Customer shall be entitled to terminate the contract with respect to the goods delivered or services provided contrary to the contract or certain to be delivered or provided contrary to the contract, and to claim a refund of the payments already rendered for such goods or services.

In such a case the provisions regarding exclusion of further liability shall apply with regard to any claim for damages on the part of the Customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 5 per cent of the contract price for the deliveries of goods and provision of services affected by the termination.

## 16. Withdrawal by Customer

After the order has been confirmed by Komax Be with an order confirmation, Customer shall not be entitled to terminate the contract. In the event of premature withdrawal from the contract by the Customer, Customer shall pay the following percentages of the order value to Komax Be, in addition to any other damages or costs: i) after order confirmation: 50%; ii) assembly completed and ready for dispatch: 80%; and iii) after delivery: 100%.

## 17. Termination of the Contract by Komax Be

The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the goods or services or considerably affect the work of Komax Be, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, Komax Be shall be entitled to terminate the contract or the parts affected thereby.

If Komax Be wishes to terminate the contract it shall – after having recognized the consequences of the event – immediately inform the Customer; this provision applies even if an extension of the delivery period has been agreed beforehand. In case of termination of the contract Komax Be shall be entitled to be paid for those portions of the goods already delivered and services already provided. The Customer shall be refunded payments already rendered if it has not received any counter-performances for them. Claims for damages on the part of the Customer owing to such a termination are excluded.

## 18. Exclusion of Further Liability on Komax Be's Part

All violations of contract and the relevant legal consequences as well as all claims of the Customer irrespective of the grounds on which they are based are exhaustively covered by these general terms and conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the Customer be entitled to claim damages other than those occurring in the goods delivered and services provided, and as are exhaustively covered by the general terms and conditions of supply and the individual quotations and order confirmations of Komax Be. This exclusion of liability especially refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This limitation, however, does not apply to unlawful intent or gross negligence on the part of Komax Be but it does apply to unlawful intent or gross negligence on the part of persons employed or appointed by Komax Be to perform any of its obligations. For the rest, this exclusion of liability does not apply to the extent that it is contrary to compulsory law.

## 19. Right of Recourse of Komax Be

If, through actions or omissions of the Customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against Komax Be on these grounds, then the latter shall be entitled to take recourse against the Customer.

## 20. Force Majeure

Komax Be shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached its obligations for any failure or delay, if such failure or delay is caused by or results from acts beyond Komax Be's control, including, but not limited to:

- acts of nature,
- flood, fire, earthquake, or other natural disaster,
- total or partial closing of supplying factories,
- war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest,
- strikes, labor stoppages or slowdowns or other industrial disturbances;
- shortages of or delays in receiving raw materials or
- action by any governmental authority including prohibition of imports or exports or a substantial increase in custom duties
- Pandemic or Epidemic (each, a "Force Majeure Event").

In the event of any delay in the Komax Be performance due to a Force Majeure Event, Komax Be shall have such additional time for performance as may be reasonably necessary under the circumstances and the Komax Be may allocate its production and deliveries among all of its customers in its reasonable discretion.

## 21. Intellectual Property

Komax Be retains ownership or copyright of all offers and cost estimates submitted by Komax Be as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without the express consent of Komax Be. At the request of Komax Be, Customer shall return these items to Komax Be in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

## 22. Export and Embargo on Secondary Exports

The embargo for secondary exports is only valid for articles which are particularly designated on the delivery note or on the invoice.

Re-exportation of these goods is prohibited according to a commitment with the Section of Import and Export. This commitment devolves to the purchaser of those products and shall be passed on in case of further transfer.

For importation, resale or shipping to another country, these are the Customer's responsibility. Customer commits to follow all local as well as international Re-Export-Rules.

If, during performance of the supply of goods and/or services it is found that Customer and/or country of Customer's address is sanctioned then the individual contract between Customer and Komax Be shall be null and void, without any obligation for Komax Be to perform and without any entitlement for Customer to claim for costs or damages.

## 23. Code of Conduct

Customer commits to fully adhere to Komax Be Code of Conduct which can be found on the Komax Group website (About Komax, Organization) and under the following link: Komax Code of Conduct for Business Partners

## 24. Place of Jurisdiction and Applicable Law

The Customer and Komax Be shall strive to settle any differences amicably and mutually, primarily.

Belgian Law is the exclusive applicable law. The court of jurisdiction is Antwerp, Belgium.

Explicitly excluded are the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflicts of law.