

# GENERAL CONDITIONS

## ARTICLE 1 - VALIDITY AND APPLICATION

- 1.1 These general conditions apply to all offers, orders, and contracts of KREON NV, with its registered office at Industrieweg-Noord 1152, 3660 Oplabbek (Belgium) and Crossroads Bank for Enterprises (KBO) no. 0422.344.235 (referred to below as 'KREON'), with third parties.
- 1.2 These general conditions always form an integral part of the contractual relationship between KREON and the Customer (referred to below as 'the Customer'). The Customer's own conditions are always excluded.
- 1.3 Other deviating conditions apply only if KREON explicitly signs them as proof of acceptance. Any agreed deviation will apply only to the specific sale or order for which it has been agreed.
- 1.4 If all or part of one provision of these general conditions is invalid, this does not affect the applicability of the other provisions and/or the rest of the provision. If one provision is invalid, KREON and the Customer will, to the extent possible and according to their loyalty and conviction, negotiate to replace the invalid provision with an equivalent provision that conforms to the general spirit of these general conditions or the competent court will moderate the provision in that sense.
- 1.5 The term 'Customer' means anyone who, in the name and/or on behalf of another natural person or legal entity, purchases a product and/or service from KREON, places an order with KREON, and/or sends a request for a quotation to KREON.

## ARTICLE 2 - ORDERS AND QUOTATIONS

- 2.1 KREON's quotations are not binding. KREON may withdraw all offers and quotations at any time. All of KREON's offers and quotations are without obligation and regarded only as an invitation to the Customer to place an order.
- 2.2 Quotations are valid for one month. After this period, the conditions can be changed.
- 2.3 Unless these general conditions stipulate otherwise, all of the Customer's orders and order acceptances, including oral orders and order acceptances, are irrevocable.
- 2.4 Every offer and quotation is based on the assumption that KREON can perform the contract under normal and regular working hours.
- 2.5 Quantities stated in the quotation and/or order confirmation are based on the architectural drawings and must be regarded as an estimate. The exact quantities will be measured and settled against each other once the work is complete.
- 2.6 Any delivery of goods and/or provision of services not expressly provided for in the written contract between KREON and the Customer, or falling in the KREON's order confirmation, are deemed to be additional orders and/or contract extras at the Customer's request and are charged to the Customer accordingly.
- 2.7 All images, drawings, calculations, price lists, brochures, measurements and weights, and all other data provided with an offer or quotation are stated as accurately as possible. This information is binding only if KREON expressly confirms this in writing.
- 2.8 Sending out offers, brochures, price lists, and similar items does not oblige KREON to deliver or to accept an order.
- 2.9 KREON does not carry out studies. Unless agreed otherwise in writing, the information and advice it provides are always of a general nature and without obligation.
- 2.10 KREON is free to choose the parties with whom it wishes to contract and reserves the right to refuse orders without stating reasons.

## ARTICLE 3 - PRICES

- 3.1 All prices and rates are stated in euros and exclude VAT.
- 3.2 Unless agreed otherwise, prices for goods are based on Ex Works (ICC Incoterms 2010).
- 3.3 A customised price is calculated for each individual order or instruction. It is valid only for that specific order or instruction and therefore does not apply to any other, even similar, orders or instructions.
- 3.4 The Customer must pay all taxes or charges of any kind levied on the price or the goods, as well as transport and insurance costs, as the case may be, separately.
- 3.5 KREON may proportionally increase the agreed price if currency fluctuations, increases in the prices of materials, including auxiliary and raw materials, wages, salaries, social security charges, government-imposed costs, environmental and other levies and taxes, transport costs, import and export duties, or insurance premiums occur between the order confirmation and the definitive delivery of the goods or performance of the services.
- 3.6 Agreed prices may be increased based on government regulations or other mandatory measures, without the Customer being able to derive any right to terminate the contract from this price increase.

## ARTICLE 4 - CONDITIONS OF DELIVERY AND INSTALLATION

### 4.1 General

- 4.1.1 Unless agreed otherwise, deliveries are always made in accordance with the Incoterms 'Ex Works' (ICC Incoterms 2010) (EXW) at the place KREON stipulates or, failing that, at its registered office.
- 4.1.2 Unless agreed otherwise, deliveries are always made on the ground floor. The Customer must provide the necessary means for any vertical transport at their own expense and risk. Failing this, KREON reserves the right to provide its own vertical transport at an additional charge.
- 4.1.3 Unless agreed otherwise in writing, stated delivery and installation deadlines are merely indicative and not binding on KREON.
- 4.1.4 Subject to a valid reason, alterations to the Customer's request for a quotation and/or order, alterations to the written contract between KREON and the Customer, and alterations to KREON's order confirmation automatically result in the estimated delivery time ceasing to apply.
- 4.1.5 Subject to a valid reason, late delivery or installation is no reason for and/or does not give the right to compensation, to cancel the order, or to terminate the contract. A delay in delivery or installation therefore does not release the Customer from any obligation to accept or pay for goods. If KREON does not deliver the goods, it must refund the advance amounts that the Customer has paid, with no additional interest or any other compensation. KREON is never liable for delays caused by the default of manufacturers and/or suppliers of KREON, the Customer, their customers, and/or any other third party.
- 4.1.6 KREON may deliver the purchased goods and/or perform the relevant services in several parts. Partial delivery or performance cannot give rise to the payment of any compensation or the termination of the contract between KREON and the Customer.
- 4.1.7 At the Customer's request, KREON will arrange transport to the Customer's specified destination, as evidenced by the written contract between KREON and the Customer or, failing this, by KREON's order confirmation, at the Customer's risk and expense.

4.1.8 Unless it has been expressly agreed that KREON will deliver the purchased goods, the Customer must collect the purchased goods themselves, at their own expense and risk, at a time and place stipulated by KREON. If the goods are not collected within five (5) working days, KREON may charge a storage fee of 1% of the full invoice amount per week. As soon as eight (8) weeks have passed since the scheduled collection date, KREON may unilaterally terminate the contract between itself and the Customer, with no prior notice of default and no judicial intervention, with effect from the date on which the notice of termination is sent. In this case, the Customer must pay liquidated damages equal to 30% of the total invoice amount for standard goods or 100% of the total invoice amount for customised goods, without prejudice to KREON's right to prove higher damage.

### 4.2 Metal ceiling systems

- 4.2.1 If KREON sells a climate or other ceiling, it can also attend to assembly and installation. This can be done either by means of a contract for services or by means of a quotation and/or order confirmation issued by KREON that includes the additional arrangements.
- 4.2.2 Exclusions from delivery and assembly include, but are not limited to, carpentry work on walls, façades, coves, painting, providing skip bins and sorting waste, scaffolding and scaffolding decks at stairway and floor openings, installing lighting equipment in plaster, cleaning the ceiling, installing heating, electricity, data, security, electronics, sanitary fittings and air conditioning, and auxiliary structures for assembling the climate or other ceiling.
- 4.2.3 The Customer must provide a skip bin. Failing this, KREON reserves the right to provide this at an additional charge.
- 4.2.4 Assembly and installation requires clean rooms, free of obstacles, and with a flat surface. The building must be wind and waterproof.
- 4.2.5 The ceiling can be opened during and after completion of the work only by agreement and with KREON's written consent. The ceiling must always be opened correctly with the appropriate tools. If this opening happens with no notice to KREON before provisional handover, KREON's warranty and liability will cease to apply.
- 4.2.6 The Customer is responsible for ensuring that the work can be started and performed unhindered. If work has to be halted because of failings and/or negligence on the part of the Customer, the Customer must pay compensation.
- 4.2.7 The Customer will make a parking space available to KREON during installation. The Customer must pay any street and sidewalk taxes (for the skip bin) as well as parking fees.
- 4.2.8 The Customer must provide water and electricity to KREON free of charge on site.
- 4.2.9 The Customer must provide collective security measures, if necessary in consultation with its principal or main contractor.
- 4.2.10 KREON strongly recommends testing the climate ceiling at a test pressure of 6 bar for at least two hours before putting it into operation.
- 4.2.11 KREON expressly rejects liability for any damage or leaks after water activation if no test pressure certificate can be presented showing that the above requirements have been met. KREON can perform the pressure test on request and for a fee.
- 4.2.12 KREON's plans are always guiding and must be checked in conjunction with the integrated techniques by third parties.
- 4.2.13 The technical specifications must always be consulted for all integrated techniques.
- 4.2.14 Immediately after assembly is completed, the ceiling can be delivered. If provisional handover is not possible immediately, a written statement of findings must be drawn up on KREON's initiative.
- 4.2.15 Unless agreed otherwise in writing, the quotation does not include cleaning the climate ceiling before or at the time of provisional handover.

## ARTICLE 5 - INVOICING AND PAYMENT

- 5.1 Unless stated otherwise, invoices are payable in cash within thirty (30) days of the invoice date, with no deduction or discount, in the currency specified on the invoice and, if not specified, in euros. KREON's acceptance of acceptance bills or other payment instruments does not constitute novation. No reason, including submitting a complaint about the delivered goods or services, entitles the Customer to withhold payment.
- 5.2 The Customer must notify KREON of complaints relating to invoices by registered letter within ten (10) calendar days of the date on which the invoice was sent.
- 5.3 Under the Belgian Financial Securities Act of 15 December 2004, KREON and the Customer set off and settle all existing and future claims against each other automatically and by operation of law. In the permanent relationship between KREON and the Customer, this means only the balance of the largest claim will remain after this automatic settlement. This setoff will always be enforceable against any liquidator or receiver and the other concurrent creditors, who will thus not be able to oppose the setoff applied by the Customer and KREON.
- 5.4 If an invoice is fully or partially unpaid on the due date, default interest applies, by operation of law and with no notice of default, under the Belgian Act on Late Payments in Commercial Transactions (2 August 2002), as from the date on which the invoice is issued. For this purpose, each month that has started is considered a full month. If an invoice is fully or partially unpaid on the due date, the Customer will also be liable, by operation of law and with no notice, to pay a penalty of ten (10) per cent of the remaining amount due, subject to a minimum of €125,00, without prejudice to any other rights or remedies available to KREON to obtain full compensation for its costs incurred and damage suffered. KREON may, by operation of law and with no notice of default or other formality, postpone fulfilling its obligations towards the Customer under a contract, terminate a contract concluded with the Customer with immediate effect, demand immediate payment of all outstanding debts (including those not yet due), or refuse performance notwithstanding a previous contract – without prejudice to any other legal remedies which it may have – if:
  - an invoice is fully or partially unpaid on the due date; or
  - the Customer fails to fulfil its obligations under a contract; or
  - the Customer becomes insolvent, is declared bankrupt or put into liquidation; a petition has been or is filed for the Customer's bankruptcy or liquidation; the Customer makes a proposal in relation to their insolvency under bankruptcy law; the Belgian Act of 31 January 2009 on the continuity of enterprises or its equivalents applies to the Customer; the Customer ceases all or a substantial part of their business activities; the Customer transfers assets to the detriment of their creditors; or KREON has good reason to believe that the Customer will be unable to pay their debts as they fall due; or
  - there is a direct or indirect change in the control of the Customer or the Customer transfers all or a substantial part of their assets to third parties in any way (including by way of merger, a full or partial division, demerger or split-off, or a transfer or contribution of all their activities or a branch of activity).

- 5.5 If KREON fails to take immediate steps against a breach or failure by the Customer to perform, this cannot be construed as a waiver by KREON of its right to take action against such a breach or failure to perform at a later date.
- 5.6 Partial payments are accepted subject to the reservation of all rights and allocated in this order: (1) collection costs; (2) penalty; (3) interest; (4) principal amounts.
- 5.7 If KREON performs a partial delivery or installation, it may draw up an invoice for the part completed and the agreed term of payment must then be observed.
- 5.8 KREON may reserve the right to perform the contract only after it has received full or partial payment of the price. If KREON believes there are problems with the Customer's creditworthiness, it may request payment in advance. KREON may demand that the Customer provide sufficient guarantees to prove their solvency at any time after concluding the contract.

#### ARTICLE 6 - CANCELLATION

- 6.1 The Customer may cancel or change a current order free of charge if notice is given within 24 hours of receipt of the order confirmation, provided that KREON has not already incurred costs or placed an order itself. Notice of cancellation can only be given in writing.
- 6.2 These principles will apply to late notices up to the moment the goods are delivered:
- 1) If the order concerns standard goods, KREON will charge a cancellation fee of 30% of the original invoice amount;
  - 2) If the order concerns customised goods, KREON will charge a cancellation fee of 100% of the original invoice amount.

#### ARTICLE 7 - ACCEPTANCE, DELIVERY, COMPLAINTS, AND RETURNS

- 7.1 Immediately on receiving the purchased goods and/or services, the Customer must perform an initial verification, including with regard to the conformity of the delivery (correctness of the goods or types of goods and/or services, location, quantities, possible transport damage, and so on).  
Complaints about the conformity of the delivery must be made by referring to the issues on the delivery note. The Customer must then notify KREON in writing of their complaint within five (5) working days of delivery, failing which the Customer is deemed to have accepted the supplied goods and/or services as agreed.
- 7.2 If the goods supplied by KREON are put into operation, processed, repackaged, and/or resold, this constitutes approval and acceptance, serves as final delivery of the relevant goods, and releases KREON from its responsibilities and liability under Article 11 of these general conditions.
- 7.3 Slightly hidden defects, not visible on receipt of the goods or provisional handover of the work, must be reported to KREON in writing within one year. After this period, the Customer loses the right to invoke the slightly hidden defect.
- 7.4 If the Customer wishes to lodge a complaint, they must always provide KREON with this information:
- detailed description of the fault/defect;
  - pictures of the fault/defect;
  - production date of the item;
  - the number of goods installed;
  - time passed since the initial installation;
  - the number of faulty/defective goods;
  - date on which the defect was first detected;
  - installation conditions, including power supply, type of fitting, location;
  - details of the order.
- 7.5 If complaints are reported to KREON correctly and within the specified period, KREON may: (1) replace all or part of the non-conforming and/or defective products, components and/or services, whether or not with a functional equivalent; (2) repair the defective goods or components; (3) credit the defective part at the price specified in the written contract between KREON and the Customer or, failing this, at the price specified in KREON's order confirmation; or (4) credit an amount that reasonably corresponds to the nature and extent of the defect concerned. The Customer acknowledges that each of these measures constitutes full and adequate compensation for any damage arising from the defects and accepts that implementing these measures cannot be considered acceptance of liability by KREON.
- 7.6 Any full or partial replacement of goods and/or services cannot give rise to the payment of any compensation or the termination of the contract between KREON and the Customer.
- 7.7 The Customer never has the right to return goods, to modify the products themselves, or to have a third party modify them without KREON's express and written consent.
- 7.8 KREON reserves the right to confirm the non-conformity of the delivery and/or other defects itself and to investigate the cause. If KREON so requests, the Customer must deliver the relevant goods to KREON at the place of initial delivery.
- 7.9 Complaints and/or any full or partial replacement or repair of goods and/or services never release the Customer from their obligation to pay within the period(s) stipulated in the written contract between KREON and the Customer, KREON's order confirmation, these general conditions, and/or the respective invoice.
- 7.10 The Customer must reimburse any costs incurred because of unjustified complaints.

#### ARTICLE 8 - WARRANTY TERMS

##### 8.1 Tools of Light – LED – five-year warranty

- 8.1.1 KREON's lighting equipment essentially complies with the technical specifications and characteristics described in the corresponding catalogues, technical documentation, and EU standards and directives. The sizes and measurements in the catalogue and/or the price list are approximate. Minor size differences and changes in shape and appearance of a model are possible. KREON is not responsible for this.
- 8.1.2 KREON's LED products have a five-year warranty from the invoice date. Restrictions or extensions of this warranty are possible. Where applicable, these will be agreed between KREON and the Customer in advance and in writing. The warranty is valid for manufacturing defects only. In addition:
- the warranty period is limited to 25,000 operating hours from the date of receipt;
  - the warranty conditions relate exclusively to the failure rate above the nominal failure rate (0.2% per 1,000 operating hours);
  - because of technical progress and changes in the luminous flux of products depending on their use, variations in the lighting characteristics of LED light sources compared to the original products can occur in subsequent deliveries;
  - for specific projects, the five-year warranty period can be extended. The costs of this extension are always at the Customer's expense and are valid only after written confirmation to the Customer.
- 8.1.3 KREON's conventional and LED retrofit products have a two-year warranty period from the invoice date and are valid for manufacturing defects only. The warranty period for the

lamps in these products is further limited to the maximum number of operating hours as set out in the manufacturer's technical specifications for the lamps concerned.

8.1.4 KREON's warranty does not cover defects caused by installing or using the goods in a manner inconsistent with its instructions, as published in the installation instructions that it provides. Examples of not installing or using goods in a non-compliant way include, but are not limited to, not connecting and installing the item properly or using it in an unsuitable environment (including location, temperature, humidity, air circulation, and so on).

8.1.5 Other exclusions to the warranty also include, but are not limited to:

- faults and/or defects resulting from incorrect installation or improper use;
- fluctuations in the power supply greater than +/-3% in relation to the rated voltage of the lamp;
- faults/defects resulting from exposure to excessive physical force, vibrations, or direct contact with water drops;
- goods subject to wear and tear, such as batteries, switches with magnetic ballasts, hard drives; computers and servers including hard disks or other mechanical parts subject to wear and tear, as well as software defects, bugs, and viruses.

8.1.6 KREON's warranty covers only the replacement or repair of the defective item, or issue of a credit note. Labour, installation, or other costs relating to the replacement or repair of the defective item are not included and are payable by the Customer.

8.1.7 KREON's warranty will lapse automatically if the Customer uses the goods abnormally, maintains them poorly, modifies them, or has them dismantled and/or repaired by an unqualified person.

##### 8.2 Metal ceiling systems – ten-year warranty

8.2.1 KREON's metal ceiling systems have a ten-year warranty from the invoice date.

8.2.2 If a ceiling system is installed, these cumulative conditions must be met for the warranty to apply:

- the structure must have been installed as a complete system and not used in conjunction with the goods of another manufacturer (unless explicitly approved by KREON);
- the structure must have been installed in accordance with KREON's specifications;
- the structure must have been stored and handled in a way that has no adverse effect on the finished installation.

8.2.3 If a purely metal ceiling is installed or a surface treatment is applied, these cumulative conditions must be met for the warranty to apply:

- the tiles must have been installed in accordance with KREON's specifications;
- the tiles must have been stored and handled in a way that has no adverse effect on the finished installation.

8.2.4 The warranty for the surface treatment – epoxy polyester powder coating – covers:

- Gloss: minimal gloss variations may occur during the stipulated ten-year warranty period, however without affecting the uniformity of the surface and provided that the entire surface is exposed uniformly to UV radiation and normal atmospheric conditions.
- Colourfastness: slight colour variations may occur after a certain period, however without disturbing the uniformity and decorative aspect of the powder coating and provided that the surface is exposed uniformly to UV radiation and normal atmospheric conditions.

8.3 The Customer undertakes to submit the warranty claim to KREON within eight (8) calendar days of becoming aware of it from an end-user, failing which the Customer will be responsible for the warranty obligations themselves. The Customer undertakes to provide KREON with all reasonable assistance in its investigation of the warranty claim, including, but not limited to, sending the goods concerned to KREON. KREON reserves the right to have the work under its warranty obligations towards the end user performed by the Contractor as a subcontractor.

8.4 KREON decides in good faith and in all reasonableness whether a warranty claim fulfils the conditions of the warranty it has issued. KREON is never bound by any statement the Customer makes in this regard to the end user.

#### ARTICLE 9 - RETENTION OF TITLE

- 9.1 The goods supplied by KREON remain its exclusive property until the Customer has paid the price (including costs, interest, and all other charges) in full. Notwithstanding KREON's rights under Article 5.4, if the Customer fails to pay by the due date or to fulfil any other obligation, or if KREON suspects that the Customer will fail to fulfil their obligations, KREON may automatically claim back the same and/or other goods it has supplied, by operation of law and at the Customer's expense. Once these goods are returned, and provided they are still in good condition, the amounts already paid will be refunded to the Customer after deducting: (1) the loss of profit, estimated at a fixed 15% of the total invoice amount; and (2) fixed compensation of 5% of the total invoice amount for the additional management and administration costs. This all applies without prejudice to KREON's right to prove higher damage.

9.2 If the Customer resells the delivered goods before the full price (including costs, interest and all other charges) has been paid to KREON or if there is any other breach of the retention of title, KREON will automatically acquire a pledge on the resale price obtained or, alternatively, on the Customer's receivable from their client resulting from this sale.

9.3 The Customer must always do everything that may reasonably be expected of them to safeguard the ownership rights to the unpaid goods. If third parties attach these goods or wish to establish or assert rights to them, the Customer must immediately notify KREON.

#### ARTICLE 10 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY

10.1 KREON remains the exclusive holder of all its intellectual property rights to the goods and/or services it provides. The Customer warrants KREON that the information they have provided does not infringe any third-party intellectual property rights.

10.2 All documents, information, templates, and/or designs of any kind supplied to the Customer during the negotiations and/or performance of the contract between KREON and the Customer, and/or which are referred to in any document issued by KREON, including its order confirmation and delivery note, must be treated as confidential. The above documents must be returned immediately on KREON's request. These documents, information, templates, and designs remain KREON's property and may not be disclosed to third parties, copied or used directly or indirectly, in full or in part, for purposes other than those for which they are intended unless KREON gives its express and written consent. The obligation to observe confidentiality continues even after the termination or end of the contract between KREON and the Customer, at least until all documents, information, templates and/or designs in question are in the public domain through no fault of the Customer.

#### ARTICLE 11 - LIABILITY AND FORCE MAJEURE

- 11.1 KREON's liability for the purchased goods is limited to its statutory responsibilities as manufacturer and/or retailer, as the case may be.
- 11.2 If the contract concerns goods that are not manufactured but only resold by KREON, KREON cannot be held liable for any damage other than in connection with the conformity of the delivery, and any complaints and/or damage other than in connection with the conformity of the delivery will be the sole responsibility of the manufacturer(s) and/or supplier(s) from which KREON purchased the goods in question. The Customer can do no more than rely on such complaints and/or damage for a period equal to the warranty period as expressly agreed in writing.
- If the Customer informs KREON of a complaint and/or damage other than in connection with the conformity of the delivery within the specified period and correctly in accordance with these general conditions, KREON will pass on this complaint directly to the manufacturer or supplier concerned. For the further processing of these complaints or claims, KREON acts only as an intermediary between the Customer and the manufacturer or supplier concerned. In this regard, KREON's liability is limited to passing on information between the respective manufacturer or supplier and the Customer and it cannot be held liable in any way for the actual complaint and/or damage.
- 11.3 KREON is not liable for (i) damage caused by the Customer, retailer, end user, or any third party, (ii) damage resulting from the Customer's, retailer's, and/or end user's continued failure to meet their obligations, (iii) damage as a result of the incorrect or inappropriate use of the goods purchased, (iv) damage to goods purchased that the Customer has tried to modify or if the Customer has used components that do not comply with the parameters stipulated by KREON, (v) damage as a result of the failure by the Customer, their staff or employees, the retailer, and/or the end user to comply with statutory and/or other obligations, including the user manual and installation instructions supplied with the goods, or (vi) any damage as a result of incorrect and/or incomplete information that the Customer, supplier(s), and/or manufacturers of the goods purchased and/or any other third party have supplied to the Customer, retailer, and/or end user.
- 11.4 KREON is never liable for loss of profits or production, environmental damage, or any other consequential or indirect loss of any nature suffered by the Customer or third parties.
- 11.5 KREON is not liable for delays in performance or failing to fulfil its obligations because of force majeure or hardship. Force majeure and hardship include, but are not limited to, production interruptions; supply problems; shortages of raw materials, labour, energy and transport; delays in transport; currency fluctuations; increases in prices of materials, including auxiliary and raw materials, wages, salaries, social security charges, government-imposed charges, levies and taxes, transport costs, import and export duties or insurance premiums, which occur between the order confirmation and delivery; exceptional weather conditions; strikes; lockouts; work stoppages, or other collective labour disputes; mobilisation; war; pandemics; illness; accidents; communication and IT failures; government measures; or export bans affecting KREON or its suppliers.
- 11.6 If force majeure or hardship, as defined in Article 11.5, occurs, KREON may, at its own discretion and with no need for a prior notice of default or judicial intervention, (1) propose to the Customer that the missing goods and/or components be replaced by a functional equivalent; (2) temporarily suspend performance of its obligations; (3) terminate the contract between KREON and the Customer out of court; and/or (4) invite the Customer to renegotiate the contract between KREON and the Customer. If the Customer does not participate in these renegotiations in good faith, KREON may request the competent court, under Article 12 of these general conditions, to determine new contractual terms and/or to order the Customer to pay compensation.
- 11.7 In cases where KREON is sued by third parties for damage caused by goods and/or work that KREON has supplied or performed for the Customer, the Customer must unconditionally indemnify KREON in those cases where KREON is not or no longer liable towards the Customer.

#### ARTICLE 12 - APPLICABLE LAW AND DISPUTES

- 12.1 Belgian law applies to all relationships between KREON and the Customer.
- 12.2 Disputes between KREON and the Customer are subject to the exclusive jurisdiction of the competent courts where KREON has its registered office. If the Customer is not established in a Member State of the European Union, disputes between KREON and the Customer will be finally settled under the CEPANI Mediation Rules (of the Belgian Centre for Arbitration and Mediation) by three arbitrators appointed in accordance with these rules. The seat of arbitration is Brussels, Belgium. The arbitration will be conducted in English. However, KREON may choose to bring disputes before the courts at the Customer's registered office.

#### ARTICLE 13 - LANGUAGE

**Dutch:** Deze algemene voorwaarden zijn op eenvoudig verzoek beschikbaar in het Nederlands, Frans, Engels, Duits en Italiaans. De Nederlandstalige versie van deze algemene voorwaarden is de enige authentieke.

**Français:** Ces conditions générales sont disponibles sur simple demande en néerlandais, français, anglais, allemand et italien. La version en néerlandais de ces conditions générales est la seule version authentique.

**English:** These general conditions are available on request in Dutch, French, English, German, and Italian. Only the Dutch version of these general conditions is legally valid.

**Deutsch:** Diese Allgemeinen Geschäftsbedingungen sind auf einfache Anfrage verfügbar in niederländischer, französischer, englischer, deutscher und italienischer Sprache. Die niederländische Version der Allgemeinen Geschäftsbedingungen ist die authentische Version.

**Italiano:** Queste condizioni generali sono disponibili su sola richiesta in lingua neerlandese, francese, inglese, tedesco e italiano. La versione neerlandese di queste condizioni generali è l'unica autentica.