

BIMPRINTER® - VIAGE srl
GENERAL TERMS & CONDITIONS OF SALE FOR PRODUCTS AND
THE PROVISION OF SERVICES

VERSION: APRIL 2023

1. DEFINITION AND SCOPE OF APPLICATION

These general terms & conditions of sale for products and the provision of services, (hereinafter the "*the general terms & conditions*"), apply to all orders placed with **VIAGE srl**, whose registered office is located at: **RUE DE MELROY 441, 5300 VEZIN, BELGIUM** registered with the Banque Carrefour des Entreprises under the number: **0832931773** (hereinafter the "*the service provider*" or "*the vendor*").

These general terms & conditions form a binding contract between the vendor/service provider and the customer. The vendor/service provider and the customer shall, hereinafter, be referred to collectively as "*the parties*".

The "*customer*" is any natural or legal person who orders products and/or services from the vendor/service provider.

The "*consumer*" is a customer, i.e., a natural person who is not engaged in any commercial, industrial, artisanal or self-employed activity.

Only these general terms & conditions shall apply. In any case, they exclude any general or special terms & conditions of the customer, which the vendor/service provider has not expressly agreed to in writing.

These general terms & conditions can be consulted at any moment on the vendor/service provider's website: www.bimprinter.com. By placing an order with the vendor/service provider, the customer acknowledges that it is aware of these general terms & conditions and confirms its acceptance of the rights and obligations thereof.

The vendor/service provider reserves the right to modify these general terms & conditions at any moment without giving prior notice, subject to displaying these modifications on its website. These changes shall apply to all subsequent orders for product(s) and/or service(s).

Any derogations from these general terms & conditions must be recorded in writing and made by a person duly authorized to act on behalf of **VIAGE srl**.

2. OFFERS AND ORDERS

To place an order, the customer chooses the product(s) and/or service(s) it wishes to order and informs the vendor/service provider by telephone, letter, email or the online order form as applicable.

The vendor/service provider sends the customer a purchase order for the requested products and/or services and may ask for a deposit to be paid. The purchase order contains a statement reminding the customer of the application of these general terms & conditions.

It is the responsibility of the customer to verify the accuracy of the order and report any errors to the vendor/service provider.

The customer must then accept and send the signed purchase order back to the vendor/service provider in order to confirm the order.

3. CANCELLING AN ORDER

Should the customer wish to cancel an order, it must inform the vendor/service provider. The vendor/service provider will inform the customer of the necessary steps to take.

Should the customer cancel the order after its acceptance by the vendor/service provider for any reason whatsoever except in the case of a force majeure, any deposit paid by the customer to the vendor/service provider shall not be refunded. If no deposit has been paid, the vendor/service provider may charge the customer a cancellation fee equivalent to 30% of the price of the products and/or services whose order has been cancelled by the customer by way of damages.

The vendor/service provider reserves the right to suspend, cancel or refuse a customer's order, in particular if the data sent by the customer proves to be blatantly erroneous or incomplete, or if there is an outstanding dispute concerning the payment of a previous order.

In the event of the customer's insolvency or unpaid debts, even in relation to previous contracts between the customer and the vendor/service provider, the vendor/service provider shall be entitled to suspend the performance of its obligations until the customer has repaid in full any unpaid debts owed to the vendor/service provider.

In the event of the non-performance of its obligations by the customer, the vendor/service provider may terminate the contract to the sole prejudice of the customer without delay or compensation and, where applicable, may claim damages from the customer by any legal means.

4. PRICE

Unless stated otherwise in writing, the price of the products and/or services is stated in euros excluding VAT (value added tax). Any increase in VAT or any new tax that is levied between the time of the order/delivery and/or performance will automatically be charged to the customer.

Prices may be revised regularly in line with changes in manufacturers' prices, and/or inflation, taxes and associated costs. The prices applicable are those in force on the date of the order confirmation.

All incurred associated costs, such as transport, insurance, import, transit, export and other permits and certificates plus any taxes, fees, duties and customs duties, shall be borne by the customer.

Prices quoted are exclusive of any taxes imposed by governmental or local authorities in the purchaser's country of residence; these taxes must be paid by the customer.

5. PAYMENT TERMS

Unless agreed otherwise in writing, all invoices are payable on a cash basis in full on the date of receipt of the invoice; the owed amount must be paid by bank transfer in the currency indicated on the invoice at the registered office of the vendor/service provider.

The customer may not defer payment of invoices due to any complaints or any other claims.

Any complaint relating to an invoice must be sent in writing by registered post to the registered office of the vendor/service provider within eight (8) calendar days of its receipt. Failing this, the customer will no longer be able to contest the invoice.

Any invoice not paid on the due date shall automatically and without notice of default generate late payment interest. For merchants, the late payment interest applied is that set out in the law of 2 August 2002 on combating late payments in commercial transactions.

Any invoice not settled on the due date shall be legally and without formal notice be increased by a fixed amount of compensation of 12% of the total amount owed; this by way of damages with a minimum payment of 50 euros.

All invoices, including those not yet due, are immediately payable in the event of non-payment of a previous invoice. In the event of a late payment, the vendor/service provider reserves the right to suspend or cancel the delivery of ongoing Orders and/or the provision of services (even if such Orders and/or provision of services are not affected by the late payment), and to recover any goods that were delivered but not paid for; this without prejudice to any other rights including the right to claim damages.

6. RETENTION OF TITLE

The vendor retains ownership of the ordered products until complete payment has been made.

The right of ownership of the products only passes to the customer after collection or delivery of the items and full payment of the order has been made. Notwithstanding article 1583 of the Belgian Civil Code, any articles sold, delivered or installed remain the sole property of the vendor until full payment of the invoice has been made. While the payment of the sale price has not been made, the customer is prohibited from pledging the items, giving them away or using them as a guarantee in any way whatsoever. The customer is expressly forbidden from making any modifications to these items, e.g. by turning them into real property via incorporation or destination, and by selling or disposing of them in any way whatsoever.

For as long as the vendor owns the property rights of the delivered goods (in accordance with the provisions of this article), the customer remains liable for the proper safeguarding of these products. During this period, the customer is solely liable for any losses or damage to the products. If necessary, the customer undertakes to insure the products against all risks. The customer also undertakes to store the products in such a way that they can not be confused with other products; i.e. the products must be clearly identifiable as belonging to the vendor at all times.

7. DELIVERY CONDITIONS

The products and services are delivered to the address indicated on the order form by the customer; the customer is responsible for ensuring the accuracy of the delivery address. Any shipment returned to the vendor due to an incorrect or incomplete delivery address shall be reshipped at the customer's sole expense. The customer may request to have an invoice sent to a billing address and not to the delivery address by confirming the option provided on the order form.

The delivery terms & conditions, in particular transport (transport arranged by the vendor or transport/collection arranged by the buyer) and the costs relating to this, are agreed between the vendor/service provider and the buyer when the order is placed. The details of this are shown on the confirmation document issued by the vendor/service provider. Unless agreed otherwise in writing, the customer is responsible for taking out transport insurance.

If necessary, the vendor/service provider reserves the right to carry out the delivery all at once or in several periods without any compensation being offered to the customer in this respect.

The order is only delivered to the customer or executed after full payment has been received. Ownership and risk are transferred when full payment has been received for the order. The customer is hereby notified that it alone bears any risks associated with the delivery.

7.1. Delivery times

Unless expressly agreed otherwise in writing by the vendor/service provider, the delivery and/or performance periods set out in the special conditions are not binding deadlines. The vendor/service provider can only be held liable if the delay is significant, and is attributable to gross negligence on its part.

The customer will not be entitled to use the delivery and/or performance deadlines as grounds for terminating the contract, claiming damages or making any other claim unless otherwise agreed in writing and expressly agreed by the vendor/service provider.

In the event of a delay exceeding a period of sixty (60) working days, the customer shall send a formal notice by registered post to the vendor/service provider, who shall then be entitled to 50% of the stipulated time period to deliver the ordered product(s) and/or provide the ordered service(s).

7.2. Force Majeure

The vendor/service provider can not be held liable, either contractually or non-contractually, in the event of the temporary or permanent non-performance of its obligations when said non-performance is the result of a force majeure or fortuitous event.

Moreover, it should be noted that a force majeure or unforeseen circumstance shall, at the discretion of the vendor/service provider, release the vendor/service provider, temporarily or permanently, from any delivery obligations and this without any compensation being due to the customer. Such situations include but are not limited to the following:

- the loss or destruction of all or part of the vendor's facilities, including the total or partial loss or destruction of the vendor/service provider's IT system or database;
- serious public disorder, war, strikes, riots, government action, epidemics, health crises, blockades of transport and/or communication means, and lockouts;
- power outages (e.g. electricity);
- malfunction of the internet network or the data storage system;
- natural disasters, cold snaps or other similar events;
- technical unavailability, stock shortages and possible delays related to the vendor's own suppliers;

and more generally any events or grounds beyond the vendor/service provider's control that hamper and/or halt the supplies and/or deliveries of the vendor or its own suppliers, service providers and/or subcontractors, and which prevent the vendor from delivering the products covered by the order in good faith.

8. AVAILABILITY

The products offered for sale by the vendor are subject to availability.

In the event of unavailability of one or more products following the payment of the order, the vendor undertakes to inform the customer as soon as possible and to offer a choice of a refund, a modification to the order, or to wait until the concerned product(s) is back in stock.

9. ACCEPTANCE OF THE ORDER AND COMPLAINTS

The customer is required to check the visible good condition and conformity of the products delivered or picked up from a collection point, i.e. with regard to the products ordered.

Any complaints must be made in writing within three (3) days of delivery of the order, or notification of its availability at the designated pick-up point. Failing this, any complaints made by the customer will not be taken into account and the customer will be deemed to have definitively received the order.

Any complaints relating to the services provided by the service provider must be made in writing within three (3) days of the occurrence of the incident giving rise to the complaint. Failing this, any complaints made by the customer will not be taken into account.

If a complaint proves to be justified, the vendor/service provider may either replace the products and/or services in question or issue a full refund.

10. INTELLECTUAL PROPERTY

The information, logos, designs, trademarks, models, slogans, style guides, etc., which are accessible through the vendor/service provider's website or the catalogue, are protected by intellectual property law.

Unless expressly agreed otherwise in advance, the customer is not permitted to modify, reproduce, rent out, borrow, sell, distribute or create derivative works based in whole or in part on the material on the vendor/service provider's website or catalogue.

Unless expressly agreed otherwise, the agreed price does not include any assignment of intellectual and/or industrial property rights on any grounds whatsoever.

11. GUARANTEES

The vendor guarantees that the goods and related services are free from basic defects and faults (design, materials and workmanship) for twelve (12) months following the delivery date.

Should a defect in the materials from which the goods are made or a manufacturing defect in the goods be found to exist during the guarantee period, the vendor will repair or, at its discretion, replace the defective part free of charge. However, the guarantee is conditional on this part (or where applicable the goods of which it forms a part) being returned to the manufacturer (carriage paid), and any defects being reported to the manufacturer in writing within the guarantee period. Moreover, the guarantee:

- does not cover any damage caused during transit;
- does not cover any malfunction or error relating to the paint and laser printing system, including the print head, valve, nozzles and hoses after the end customer has used the product or the spare part for the first time;

- does not apply to defects found in tyres after the end customer has used the product or spare part for the first time;
- does not cover the battery if the battery is not stored or charged as recommended;
- does not cover normal wear and tear;
- shall be deemed invalid if the goods have been used for purposes other than those for which they were intended or not in accordance with the instructions shown in the user manual, have been subjected to excessive strain, stored in unsuitable conditions, misused or tampered with, or if the manufacturer's trade mark or serial number has been removed, defaced or altered; and
- shall not cover the cost of the replacement equipment nor the work required to make the replacement.

If the vendor replaces the defective part in accordance with the aforementioned provisions, the defective part shall remain the property of the Manufacturer. The repaired or replaced defective part will only be under guarantee for the unexpired portion of the guarantee period applicable to the repaired or replaced defective part.

◦ Statutory guarantee for all customers

In accordance with articles 1641 to 1643 of the Belgian Civil Code, the vendor is required to guarantee the products against hidden defects that render a product unfit for purpose or which diminish its use to such an extent that the customer would not have acquired it, or would only have given a lower price for it had it known.

In the event of a hidden defect, the customer must act in a timely manner in accordance with Article 1648 of the Belgian Civil Code, and may choose between returning the product with the hidden defect for a full refund, or keeping it in exchange for a partial refund.

The vendor is not obliged to guarantee the products against visible defects, which the customer could have or should have noticed at the time of purchase. Similarly, the vendor is only obliged to guarantee the products against hidden defects of which it was aware of at the time of the sale, and of which it failed to warn the customer.

Only the invoice or the purchase order are valid proof of guarantee for the customer with regard to the vendor. These documents must be retained by the customer and presented in their original version.

◦ Guarantee for services

The service provider undertakes to perform the service with all reasonable care and diligence.

The customer enjoys a guarantee of conformity with regard to the services provided in relation to the services initially requested. In the event that an anomaly is detected during this period, the service provider shall remedy it free of charge and in a timely manner provided that the detected anomalies have been duly reported to the service provider.

This guarantee of conformity expressly excludes services requested as a result of an unauthorised intervention or modification, a handling error or improper use by the customer, or as a result of a fault caused by the intervention of the customer or a third party.

The service provider declares that the results of the services, which are protected by intellectual

property law, constitute original creations. In the event that it has used external parties to provide all or part of the services, it declares that it has obtained all the necessary permissions and authorisations to perform said services.

Consequently, the service provider agrees to indemnify the customer against any action, claim, allegation, demand or dispute from any person claiming an intellectual or industrial property right or an act of unfair competition with regard to all or part of the services provided.

12. RESPONSABILITIES

General. The customer hereby acknowledges and accepts that all obligations incumbent on the vendor/service provider are a best effort obligation; hence the vendor/service provider is only liable for fraud and gross negligence.

In the event that the customer can prove the existence of gross negligence or wilful misconduct on the part of the vendor/service provider, the damage for which the customer can claim compensation only includes material damage resulting directly from the fault attributed to the vendor/service provider to the exclusion of any other damage and may not exceed 75% (excluding taxes) of the amount actually paid by the customer for the execution of the order.

The customer also acknowledges that the vendor/service provider is not liable for any direct or indirect damage caused by the delivered products or provided services, such as loss of profit, increased overheads, loss of customers, etc.

Similarly, the vendor/service provider shall not be held liable should the customer provide incorrect information, or if an order is placed on its behalf by a third party.

Finally, it is up to the customer to inquire about any restrictions or customs duties levied on the products ordered in its country. The vendor can not be held liable if the customer is required to comply with any restrictions or pay any additional taxes as a result of a policy adopted in his/her country in this respect.

Product Responsibility. The vendor shall ensure that an instruction manual is included with each product, and shall draw the attention of the final recipient to the need to follow the instructions in the manual. The vendor's liability is expressly waived within the scope of the statutory provisions. We are not liable for:

- incorrect handling of the robot and its instruments
- the use of false measurements and the harm that could result from this
- any damage resulting from the use of the Equipment under conditions that do not comply with the recommendations of the manufacturer and/or the vendor/service provider, as well as in the event of faulty maintenance, faulty operation or an incident attributable to the client, a third party or a force majeure.

Materials. If the customer forces the vendor to employ a process or use materials of a certain quality, origin or type despite the vendor's written and justified reservations, the vendor shall be relieved of all liability for defects caused by the choice of said process and/or materials.

Modifications and technical documentation. The vendor reserves the right to modify its products following technical and/or design developments. Therefore, the information and illustrations contained in the brochures and the technical documentation (descriptions, drawings, reproductions,

literature, etc.) are not binding with regard to the sale.

13. SOFTWARE

The vendor/service provider grants the customer an irrevocable, non-exclusive licence to use the software programmes, new versions, microprocessors and other data-processing and control systems (software) subject to the provisions of the software licence agreements. These programmes remain the property of the vendor or licensor and may not be copied or reproduced in any way without the written consent of the vendor or the licensor, nor may they be used with any third-party equipment.

The customer hereby acknowledges that it has been informed (no later than at the time of the order) of the technical specifications of the software, as well as the hardware and software requirements for installing and using the software. Therefore, the customer is solely responsible for all its IT tools and internet connection, as well as ensuring compatibility with the software.

The above guarantee shall automatically lapse if the software is modified by the customer, and if the customer uses the software in a manner that does not comply with the general terms & conditions as set out in the Agreement. However, the vendor/service provider does not guarantee (to the Customer) any absence of any malfunction or virus in the software, nor does it give any performance objectives for the software in terms of response times and the quality of the solution. Consequently, the vendor/service provider shall not assume any liability whatsoever (apart from the aforementioned guarantee of conformity), and in particular with regard to the suitability of the software for the customer's needs, which is the sole responsibility of the customer. Moreover, the customer is solely responsible for the use of the software. Consequently, the vendor/service provider can in no way and under no circumstances be held liable for any damage suffered by the customer and/or any third party as a result of using the software.

The vendor/service provider shall in no way and for no reason whatsoever be held liable to the customer for any damages, and in particular for any loss of data, commercial damage, loss of turnover loss of profit, loss of clientele, and/or loss of opportunity as a result of using the software. The customer also undertakes to comply with all legal, regulatory and administrative requirements in force that are required for its activity and the use of the software, and especially those relating to the collection and processing of personal data of natural persons carried out by the software.

14. INTERNET AND NEW TECHNOLOGIES

The customer hereby acknowledges the restrictions and risks associated with the use of the internet and any other means by which the website is currently/in the future made available.

The customer also acknowledges the risks associated with storing and sending data by digital and electronic means.

The customer accepts that the vendor/service provider can not be held liable for any damage caused by the use of the vendor/service provider's website (and any applications) or the internet as a result of the aforementioned risks.

The customer also agrees that any electronic communications exchanged and any backups made by the vendor/service provider may be used as evidence.

15. PRIVACY AND PROCESSING OF PERSONAL DATA

The personal data of the internet user, the Customer, are processed in accordance with the Privacy Policy available on the website in French on the following page: <https://www.bimprinter.com/home-fr/confidentialite> and in English on: <https://www.bimprinter.com/privacy-policy>. The Privacy Policy is an integral part of these General Terms & Conditions.

16. MISCELLANEOUS PROVISIONS

- **Unforeseen events.** If, due to circumstances beyond the vendor/service provider's control, the performance of its obligations can not be continued or is simply made more onerous or difficult, the vendor/service provider and the customer shall undertake to negotiate in good faith an adjustment of the contractual conditions within a reasonable time period with the aim of restoring the balance. If no agreement can be reached within a reasonable time period, either party may terminate the contractual relationship without compensation or indemnity of any kind.
- **Illegality.** The illegality or invalidity of any article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality of the remaining articles, paragraphs or provisions of these general terms & conditions, nor shall it affect the remainder of that article, paragraph or provision unless a contrary meaning is clear from the text.
- **Headings.** The headings and titles used in these general terms & conditions are for reference and convenience purposes only. They do not affect the meaning or scope of the provisions they refer to.
- **Non waiver.** No failure, neglect or delay by any party to exercise any right or remedy under these general terms & conditions shall be construed as a waiver of such right or remedy

17. APPLICABLE LAW AND JURISDICTIONS

These general terms & conditions are governed by Belgian law.

In the event of a dispute relating to the validity, interpretation, performance or breach of these general terms & conditions, the parties undertake to have recourse to mediation prior to embarking on any other course of dispute resolution.

The parties shall appoint a mediator approved by the Commission Fédérale de Médiation (Bd Simon Bolivar, 30 (WTC III) 1000 Brussels, Belgium - <https://www.cfm-fbc.be/fr>) by mutual agreement or shall appoint a third party to do so.

Once a mediator has been appointed, the parties shall define among themselves, and with the help of the mediator, the method of organisation of the mediation and the duration of the process.

Either party may end the mediation at any time without prejudice to it.

In the event that mediation is unsuccessful, only the courts of the judicial district of Namur shall be competent.