GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES
Solidfog Technologies SRL

Section A: General Framework

A.1. Purpose and Contractual Scope

These General Terms and Conditions of Sale and Services (hereinafter "GTC") govern all sales, deliveries, service provision, technical interventions and related operations carried out by Solidfog Technologies SRL. They shall prevail over any other terms and conditions, unless expressly agreed otherwise in writing by Solidfog Technologies SRL.

A.2. Definitions

For the purposes of these GTC, the following terms shall have the meanings set out below:

(I) **"Buyer"**: any natural or legal person placing an order with Solidfog Technologies SRL
(II) **"Equipment" or "Material"**: any product, component, machine, system or item supplied by Solidfog Technologies SRL
(III) **"Services"**: any service provided by Solidfog Technologies SRL, including but not limited to: technical interventions, installation, commissioning, calibration, maintenance, support, cycle development and PQ assistance
(IV) **"Site"**: the location designated by the Buyer where the Equipment is to be delivered or installed and/or where the Services are to be performed
(V) **"Offer"**: any commercial or technical proposal issued by Solidfog Technologies SRL
(VI) **"Order"**: any written commitment of the Buyer to acquire Equipment or Services from Solidfog Technologies SRL
(VII) **"Force Majeure"**: any unforeseeable, irresistible event beyond the control of the parties, in accordance with Belgian law, rendering the performance of obligations impossible
(VIII) **"Intervention"**: any service performed by personnel of Solidfog Technologies SRL, whether on-site or remotely

A.3. Contractual Hierarchy

In the event of any inconsistency between contractual documents, the following order of precedence shall apply:

(I) Specific contractual agreement signed by both parties
(II) Specific Offer approved by Solidfog Technologies SRL
(III) The present GTC
(IV) Any technical or commercial documentation provided

A.4. Severability

If any clause of these GTC is declared void or unenforceable, the remaining provisions shall remain in full force and effect.

A.5. Acceptance of the Conditions

By placing an Order with Solidfog Technologies SRL or accepting an Offer, the Buyer fully and unconditionally agrees to be bound by these GTC.
The Buyer expressly waives the right to rely on its own general or specific purchasing terms, whether communicated before or after these GTC, unless expressly agreed otherwise in writing by Solidfog Technologies SRL.

A.6. Nature of Obligations

Unless expressly agreed otherwise in writing, Solidfog Technologies SRL is bound by an obligation of means, not an obligation of result, in the performance of its sales, services, technical interventions, decontamination operations or assistance activities. Solidfog Technologies SRL cannot be held to an obligation of result, notably with regard to:

(I) The final performance of Equipment installed in the Buyer's specific environment
(II) The achievement of a specific microbiological efficacy level where environmental or organisational parameters are not fully under the control of Solidfog Technologies SRL
(III) The results of cycles and/or interventions when dependent on the Buyer's compliance with prerequisites outlined in Section C.1

Section B: Intellectual Property and Confidentiality

B.1. Intellectual Property

All intellectual property rights relating to the Equipment, software, documentation, reports, decontamination cycles, studies and services provided by Solidfog Technologies SRL remain the exclusive property of Solidfog Technologies SRL. The Buyer is granted only a limited, non-exclusive, non-transferable right of use, solely for the normal operation of the Equipment. Any reproduction, modification, disclosure or unauthorised use is strictly prohibited without prior written approval from Solidfog Technologies SRL.

B.2. Confidentiality

The Buyer undertakes to treat as strictly confidential all technical, commercial or operational information disclosed by Solidfog Technologies SRL, including any documents provided as part of an Offer, intervention, technical support or service provision. Such information may not be disclosed to third parties, directly or indirectly, without prior written consent from Solidfog Technologies SRL. This confidentiality obligation remains applicable for five (5) years after the end of the contractual relationship, unless otherwise required by law.

Section C: Scope of Interventions and Services

C.1. Buyer's Pre-Intervention Obligations

The performance of any intervention by Solidfog Technologies SRL is conditional upon the Buyer fulfilling the following obligations:

(I) **Site preparation**: The Buyer shall ensure that the Site is accessible, safe and compliant with the technical requirements communicated by Solidfog Technologies SRL, including but not limited to electrical supply, workspace and environmental conditions required for proper execution.
(II) **Access and authorisations**: The Buyer must provide Solidfog Technologies SRL with unrestricted and continuous access to the Site, together with all permits, authorisations or approvals required to perform the intervention.
(III) **Technical information**: The Buyer must supply, in a timely manner, all information necessary for the proper execution of the intervention, including plans/schematics, internal procedures, regulatory requirements and specific constraints.
(IV) **Buyer's personnel**: Where the presence of the Buyer's personnel is required (escort, safety, validation), such personnel must remain available throughout the entire duration of the intervention.

(V) **Environmental conditions**: The Buyer guarantees that the Site conditions are suitable for the correct execution of the Services.

(VI) **Communication of risks and safety compliance**: The Buyer must inform Solidfog Technologies SRL in advance of any specific risk related to the Site or to the intervention, including the presence of hazardous substances, regulated areas or particular environmental constraints. The Buyer also guarantees that all safety, hygiene and compliance conditions required for an efficient and safe execution of the Services are met.

In the event of full or partial non-compliance by the Buyer with the obligations set out in this Article:

(I) Solidfog Technologies SRL may not be held liable for any delay, impossibility of execution, reduction in performance, failure to achieve expected results, or any incident occurring during the intervention.

(II) Solidfog Technologies SRL is entitled to suspend or postpone the intervention, without the Buyer being entitled to claim any prejudice, indemnity or cancellation of the Order.

(III) All costs incurred (travel, personnel immobilisation, re-planning, equipment, etc.) shall be invoiced to the Buyer, in accordance with Sections H.2 and/or E.2.

(IV) The Buyer shall bear full responsibility for any damage, direct or indirect, sustained by Solidfog Technologies SRL, its equipment, its employees or subcontractors resulting from

i. a non-compliant Site,
ii. incomplete or incorrect information,
iii. absence of adequate safety measures.

Solidfog Technologies SRL reserves the right to seek full compensation for any damage incurred.

C.2. Exclusions from the Scope of Interventions

The following items are always excluded from our Services, unless expressly agreed otherwise in writing by Solidfog Technologies SRL:

(I) Connection, installation or modification of utilities required for Equipment operation (electricity, water, compressed air or any other technical supply)

(II) All civil engineering works, including anchoring, drilling, fixing, preparation or modification of premises

(III) Unloading, handling, lifting, positioning or any movement of the Equipment at the delivery location

(IV) The involvement of an external inspection body such as “Qualitest” or equivalent

These operations remain the sole responsibility and cost of the Buyer.

Section D: Commercial Process and Financial Conditions

D.1. Offers

Unless otherwise specified, all our Offers are valid for thirty (30) calendar days.

Offers issued by Solidfog Technologies SRL do not constitute a firm commitment and only become contractual upon written confirmation from Solidfog Technologies SRL. Any proposal, commitment or agreement communicated by our agents, representatives or personnel shall only bind Solidfog if confirmed in writing. Only the present General Terms and Conditions shall apply, unless expressly waived by Solidfog Technologies SRL in writing.

D.2. Pricing

D.2.1. Price adjustments

Our prices are stated exclusive of VAT and are based on market conditions, production costs and the applicable tax system at the time the Buyer’s Order is received. Any variation in these elements (including fluctuations in raw material costs, energy, transport, labour or fiscal regime) entitles Solidfog Technologies SRL to adjust the prices indicated or confirmed in ongoing Orders. Such price adjustments shall not constitute grounds for cancellation or termination of the Order by the Buyer.

D.2.2. Administrative fees for low-value invoices

Any invoice below EUR 250 excluding VAT is subject to an administrative fee of EUR 40 excluding VAT, intended to cover processing costs.

D.3. Payment Terms

D.3.1. Payment conditions

Unless otherwise specified, all invoices must be paid within thirty (30) days end of month. Any payment delay may result in the suspension or cancellation of any contractual warranty. Failure to pay a single invoice at maturity renders all outstanding amounts immediately payable, including non-due invoices and all sums relating to interest, indemnities or damages.

D.3.2. Late payments

Unpaid invoices automatically bear late-payment interest at the rate of 1% per month commenced, without prior notice. If the Buyer fails to settle the outstanding amount within fifteen (15) days following a formal notice sent by registered letter or any legally accepted means, a fixed indemnity of 12% of the invoice amount — with a minimum of EUR 250 excluding VAT — shall also be due. This indemnity does not prejudice the right of Solidfog Technologies SRL to claim full compensation for any greater damage actually suffered.

D.3.3. Payment guarantees

Solidfog Technologies SRL reserves the right, during the execution of an Order, to request payment guarantees in the event of changes in the Buyer’s financial situation, late payments or any circumstance placing payment at risk. In the event of refusal, Solidfog Technologies SRL may suspend deliveries and work, or cancel Orders and claim damages.

D.3.4. Advance payment in case of financial risk or past incidents

In the event of a payment delay, previous payment incident, or objective indications of financial risk, Solidfog Technologies SRL reserves the right to require, prior to any further intervention, delivery or continuation of performance:

(I) Immediate cash payment,

(II) Partial or full advance payment,

(III) Any other appropriate security (additional deposit, bank guarantee, proof of solvency, etc.).

Failure to provide the requested advance payment entitles Solidfog Technologies SRL to suspend work, interventions or deliveries without compensation or liability.

Section E: Delivery and Transport

E.1. Delivery times

Delivery lead times provided by Solidfog Technologies SRL are strictly indicative and do not constitute any firm commitment. No delay, regardless of its cause, shall give rise to indemnity, penalty, compensation or cancellation of the Order.

E.2. Delays attributable to the Buyer

Any delay, hindrance or impossibility of execution directly or indirectly attributable to the Buyer (including missing information, uncommunicated technical requirements, unprepared Site or non-payment) shall automatically extend the delivery time for at least the duration of the delay caused. Solidfog Technologies SRL may invoice all costs, expenses, losses or damages resulting from such delay. If the Buyer fails to take delivery of the Equipment on the agreed date, the goods shall be stored at the Buyer's risk, and all related storage, handling, insurance or deterioration costs shall be borne by the Buyer, without prejudice to any additional compensation Solidfog may claim.

E.3. Transport and risks

Even in the case of "free delivery", the Equipment travels at the Buyer's risk, including when transport is organised or provided by Solidfog Technologies SRL. The following conditions apply:

(I) Risk transfers to the Buyer as soon as the goods are handed over to the carrier
(II) Any unforeseeable increase in transport cost shall be borne by the Buyer
(III) Packaging required for transport is invoiced and will not be taken back

E.4. Claims

The Buyer may inspect the Equipment before shipment. In the absence of written reservations, the Equipment shall be deemed accepted upon delivery.
Any claim relating to the delivered goods must be submitted by registered letter within five (5) working days from receipt, according to the Belgian calendar.
The Buyer must provide, at its own expense, all evidence supporting its claim. A claim — even if justified — does not entitle the Buyer to delay or suspend payment. Any invoice not disputed within five (5) working days from receipt shall be deemed definitively and unconditionally accepted.

Section F: Ownership and Liability

F.1. Retention of Title

The delivered Equipment remains the property of Solidfog Technologies SRL until full payment of all amounts due by the Buyer, including the principal price, interest and any applicable fees. During this period, the Buyer undertakes:

(I) To assume all risks relating to the Equipment and not to modify, transform, incorporate, transfer, resell, pledge or mix it with other goods without the prior written consent of Solidfog Technologies SRL.
(II) The goods may under no circumstances be exported without the written consent of Solidfog Technologies SRL.
(III) In the event of non-payment, Solidfog Technologies SRL reserves the right to immediately recover the delivered Equipment. For this purpose, the Buyer authorises Solidfog Technologies SRL to access its premises, or any location where the Equipment is held, without judicial intervention.

F.2. Limitation of Liability

Under no circumstances shall Solidfog Technologies SRL be held liable for any loss of production, loss of operations, loss of profit, commercial loss, or any indirect or consequential damage, whatever the cause, including defects, breakdowns, delays, service interruptions, non-conformity or malfunction of the delivered Equipment, even within the framework of the warranty.

Section G: Technical Warranty

G.1. Warranty period and scope

Solidfog Technologies SRL provides a twelve (12)-month warranty for the Equipment, starting from delivery on site, provided that the Buyer has fulfilled all payment obligations. Unless otherwise specified, the warranty exclusively covers defects or faults in construction/design affecting the delivered Equipment and is limited to the replacement of defective parts. It applies only to Equipment supplied by Solidfog Technologies SRL and only to defects occurring within the warranty period. The warranty does **not** include costs related to transport, travel expenses, accommodation or any other expense linked to a warranty intervention.

G.2. Warranty exclusions

The warranty does not cover damage, failures or malfunctions resulting from:

(I) Modifications, repairs, works or substitutions carried out without the prior written consent of Solidfog Technologies SRL
(II) Insufficient maintenance of the Equipment or installation
(III) Negligence, incorrect handling or unauthorised intervention
(IV) Use of chemical agents not approved by Solidfog Technologies SRL, resulting in corrosion or degradation
(V) Normal wear and tear of the Equipment

G.3. Warranty procedure

Before any intervention, Solidfog Technologies SRL reserves the right to conduct a preliminary inspection to determine whether the warranty applies. This inspection may take place on the Buyer's site or in Solidfog Technologies SRL's premises. The inspection is carried out at Solidfog's expense when the defect is covered by the warranty. Otherwise, it is invoiced to the Buyer. When the warranty applies, Solidfog Technologies SRL may, at its sole discretion:

(I) Repair the Equipment on the Buyer's site or in Solidfog's premises
(II) Replace the Equipment, in whole or in part

Section H: Technical Interventions and Support

H.1. Intervention pricing and terms

Any technical intervention or support request carried out during working hours (8:30–16:30, Monday to Friday) is invoiced at EUR 380. Beyond four (4) hours of intervention, additional hours are invoiced as follows:

(I) EUR 90/hour for strictly technical support (maintenance, adjustments, calibration, operational assistance)
(II) EUR 105/hour for automation support, configuration or system integration

Costs related to on-site intervention (equipment transport, travel, accommodation or any other associated expense) are not included in the forfait and will be invoiced separately, with a 10% margin applied to the cost. Each intervention includes a mandatory documentation component to ensure technical traceability and compliance. This documentation is not included in the forfait and is invoiced separately when the combined duration (intervention + documentation) exceeds four (4) hours.

H.2. Delays attributable to the Buyer

Any delay preventing or interrupting the intervention/commissioning for reasons attributable to the Buyer shall result in invoicing according to the rates defined above. If the expected delay exceeds one (1) working day, Solidfog Technologies SRL reserves the right to withdraw its personnel from the site and invoice additional costs for scheduling a new intervention.

H.3. Urgent or priority interventions

At the Buyer's request, Solidfog Technologies SRL may perform urgent or priority interventions, meaning interventions planned outside standard scheduling delays, outside working hours, or requiring immediate staff mobilisation. Such interventions are subject to:

(I) **Tariff increases** (applied to the forfait and extra hours):
- i. 1.5× normal rate during working hours
- ii. 2× normal rate outside working hours
- iii. 2.5× normal rate at night, weekends, or public holidays

(II) **Non-guaranteed availability**: Solidfog Technologies SRL may refuse or postpone an urgent intervention if internal resources or operational constraints do not permit immediate mobilisation.

(III) **Urgent logistical expenses**: Any urgency-related costs (accelerated mobilisation, express transport, unplanned accommodation, administrative costs, etc.) are invoiced with a 10% margin.

(IV) **Written confirmation**: Any urgent intervention request must be confirmed in writing by the Buyer.

Without explicit acceptance of these conditions, no urgent intervention will be carried out, and Solidfog Technologies SRL cannot be held liable for the absence, delay or impossibility of intervention.

Section I: Special Conditions Applicable to Services

I.1. Nature and scope of Services

Services provided by Solidfog Technologies SRL include, without limitation:

(I) Technical interventions

(II) Maintenance, repair or optimisation of Equipment

(III) Decontamination, bio-decontamination or hydrogen peroxide (VH_2O_2) sanitisation

(IV) Development, validation or adjustment of decontamination cycles

(V) Qualification assistance (IQ/OQ/PQ)

(VI) Training, support or operational assistance to the Buyer's personnel

The exact nature and scope of the Services are defined in the Offer, Purchase Order or contractual documentation.

I.2. Service-specific liability limitations

Without prejudice to any other clause:

(I) Solidfog Technologies SRL is not responsible for the effects of VH_2O_2 on materials, instruments or infrastructure that are not approved or are incompatible. Compatibility remains the Buyer's responsibility.

(II) During decontamination or cycle validation, Solidfog does not guarantee the reproduction of performance under future conditions that are not identical to the validated parameters.

(III) Solidfog Technologies SRL cannot be held liable for unfavourable outcomes caused by environmental conditions, load configurations or room conditions that fail to meet the required prerequisites communicated to the Buyer.

Section J: Force Majeure and Cancellation

J.1. Force majeure affecting the Buyer

In the event of force majeure affecting the Buyer, the Buyer is not authorised to cancel the Order without prior written consent from Solidfog Technologies SRL.

(I) If Solidfog accepts the cancellation, a fixed indemnity of fifteen percent (15%) of the total Order amount shall be due, covering lost profit and related costs.

(II) Without such written consent, force majeure affecting the Buyer does not alter the Buyer's contractual obligations, which remain fully applicable, including payment obligations.

J.2. Force majeure affecting Solidfog Technologies SRL

If Solidfog Technologies SRL is affected by a force majeure event, its obligations shall be suspended for the duration of the event, without any liability for delay or non-performance, in whole or in part.

Section K: Applicable Law and Jurisdiction

K.1. Governing law and competent courts

In the event of any dispute, the courts of Namur shall have exclusive jurisdiction, even in the case of multiple defendants or third-party proceedings. The issuance of bills of exchange, mandates or other negotiable instruments does not constitute novation or derogation from this jurisdiction clause. All contractual relations between the parties are governed exclusively by Belgian law.

K.2. Original French Version Prevails

These General Terms and Conditions of Sale and Services (GTC) have been translated from their original French version for convenience only. In the event of any discrepancy, ambiguity or divergence in interpretation between the French version and this English translation, the French version shall prevail and be deemed the sole legally binding reference.