

General Terms and Conditions

1. Definitions

"Buyer" means any company, individual or organisation entering into negotiations, ordering or contracting a Performance with SMT.

"Client" means the Buyer and any of its affiliates, assignees, employees, representatives, partners, clients or any later purchaser likely to benefit from a Performance.

As the case may be **"Contractual Documents"** means (i) the purchase order issued by the Buyer on which SMT has confirmed its agreement, (ii) the pro forma invoice (or the estimate or the offer) issued by SMT on which the Client has indicated its approval in writing, (iii) the Product sales or Services contract duly signed by the Parties and/or (iv) any other document signed by a valid representative of SMT attesting to an agreement between SMT and the Buyer for a Performance (the Buyer agrees to confirm the agreement at SMT's first request in line with what is required by the Belgian banking system and/or authorities, if applicable). To the extent necessary, it is expressly noted that the content of the SMT internet site (with the exclusion of these General Terms and Conditions which are published on it) are not binding on SMT and are for information only.

"Performance" means any supply of Products and/or Services by SMT.

"Product" means any piece of machinery, vehicle, machine, equipment, accessory, consumable, spare part, document, component, system, support element and/or any combination of any number of the preceding which are ordered by the Buyer and/or delivered by SMT and/or identified in any Contractual Document as being part of (or intended to be part of) a supply by SMT.

"Service" means any service offered or provided by SMT (such as, for example, any start-up, maintenance, service, after-sales service, technical training, rental, financing, advice or handling of formalities).

"SMT" means SMT Africa SA and any affiliates which may be substituted for it (or involved by virtue of a Contractual Document) in any Performance.

2. General Remarks

The Buyer acknowledges and accepts that SMT Performances are solely governed by the present document, unless there is an express written waiver signed by SMT. The Buyer may not substitute SMT's General Terms and Conditions with their own (unless counter-signed by SMT).

In addition, SMT reserves the right to offer to any time the Buyer the choice between (A) modifications to the agreed terms of Performance (when such a modification is required as a result of a decision by SMT's manufacturer or other supplier), or (B) cancellation of the Performance in question (without financial or other compensation on the part of SMT).

3. Offers - Orders

All estimates, sales offers and pro forma invoices from SMT are valid for seven (7) days as of their signature by SMT and become legally void if they are not accepted in writing and without reservation within that time-frame.

A Performance is deemed definitively agreed on when both parties sign a Contractual Document. SMT only commits to delivering a Performance that conforms to the description in the relevant Contractual Document. Under no circumstances can SMT be held liable for either an error made in the order by the Buyer or for the optimal use the Client should or should not make of the item. Merchandise is sold at a firm price and cannot be returned or exchanged. The Buyer acknowledges being a professional and, therefore, waives all rights stemming from consumer protection legislation when they order from SMT.

4. Pricing

The applicable price is the one shown in the Contractual Documents. Unless there is an explicit note to the contrary, the price only covers the sales value of the Product (or of the Service supplied). It does not include any taxes, logistics costs for Product delivery, administrative costs for the registration and first entry into service of Products or accommodation for technicians on secondment.

5. Product Deliveries - Late Deliveries

No deliveries will be made until the Products are paid in full. Delivery will be made to the location indicated in the Contractual Documents or will be (by default) EXW - SMT premises (Incoterms 2010). In the event of a difference of interpretation of Incoterms by the Buyer and SMT, the document "Incoterms 2010" by the International Chamber of Commerce - ICC Rules for the Use of Domestic and International Trade Terms" will prevail.

SMT reserves the right to choose the method to transport the Product to the place of delivery. SMT assumes no liability or any obligation to provide advice regarding the method of transport selected by the Buyer to take delivery of the Products. This choice is the sole responsibility of the Buyer.

Product delivery times are provided in good faith, but are for information only. A delivery delay of three (3) months at the most will not entitle the Buyer to cancel the sale, to refuse the Product, or to claim any compensation whatsoever for delays. Should the delivery period exceed three (3) months, SMT shall grant an all-in, lump sum indemnification discount equivalent to 2% of the sales price for every additional and complete month the delivery is delayed. This fixed compensation cannot, however, exceed 10% of the sales price.

The Client agrees to take actual delivery of the Products within seven (7) days of their availability from SMT failing which the latter reserves the right to charge the Client for all expenses incurred as a result of the late delivery (such as, for example, all warehousing and storage costs) and/or to cancel the sale of the Products in question and sell the Products to another potential buyer at its sole discretion.

6. Ownership - Title to the Goods

SMT is entitled to physically withhold any Products as long as the Buyer has not paid SMT the amounts owed in full. Even in the case of delivery prior to full payment, SMT remains the exclusive owner of the Products delivered until effective payment of the full price in principal, taxes, interest, compensation and fees by the Buyer. This retention of title does not prevent that the transfer of risk takes place in accordance with the used Incoterm. The Buyer must ensure that the goods are clearly identified at its premises as being the property of SMT until it has acquired full ownership. SMT will be entitled to register title retention to the goods with the *Registre du Commerce et du Cr dit Mobilier* at the Buyer's expense in application of Article 74 of the OHADA Uniform Act on Security Interests if the Products are delivered in the OHADA zone (or with any similar register if the Products are not in the OHADA zone) and to invoke its ownership right and recover the Products in question, with no specific formalities, in case the price is not paid in full.

Buyer is obliged to cooperate at SMT's first demand with the effective implementation and registration of the retention of title clause, especially by confirming the serial numbers of the Products to SMT. As long as he did not become owner himself, Buyer may not resell, encumber the Products with a guarantee or another right, nor give the Products in use to a third party. The Buyer will use the Products only in accordance with their destination and in all reasonability ("bonus pater familias") and engages especially to maintain the Products in accordance with the standards of the manufacturer, in absence of which SMT has the right to do this maintenance at Buyer's costs. Under no circumstances, Buyer can invoke administrative, road or other documents (like e.g. the grey card) to deny this retention of title. In case of non-respect of an obligation of Buyer in this paragraph, SMT is entitled to claim a lump sum of 10% of the amount due by Buyer to SMT, without prejudice to SMT's other rights.

As long as he did not become owner himself, Buyer will subscribe an insurance with an appropriate insurance company in order to cover the Products against every risk of loss and/or damage. Buyer will designate SMT as the beneficiary of this insurance. At the first demand of SMT, Buyer will send proof of subscription of such insurance, and proof of payment of the premiums. In case of default, SMT may contract itself an insurance and pay the premiums, and Buyer will reimburse the amount of the paid premiums increased with 10%.

7. Payment

Unless there is an agreement to the contrary bearing the original signature of a valid SMT representative, all payments due to SMT must be made by bank transfer to the account provided by SMT on its pro forma invoice or sales offer in the currency stated on the invoices and in cash (changes to the bank contact information will be invalid if provided to the Buyer by telephone or by email, the purpose hereof being to reduce the risk of potential fraud by third parties.) The Buyer is not entitled to offset any amounts payable to SMT for a Performance against other current or future outstanding amounts owed to SMT for another reason. A down-payment of at least 20% of the sales price of each Product sold must be paid at order time otherwise SMT will retain the right to refuse the order in question.

All unpaid invoices or amounts will be legally charged late payment interest calculated based on the applicable rate by virtue of Article 5 of the Law of 2 August 2002 on the fight against late payments in commercial transactions. Besides these late payment interests, every payment that was not done within 15 days after a notice of default addressed to the Buyer, will be increased with a lump sum of 15% of the amount due, with a minimum of 65 EUR and a maximum of 12.500 EUR, without prejudice to the right of SMT to obtain compensation for any additional prejudice suffered as a result of the late payment.

8. Warranties - Liability - Poaching

SMT's sole warranty obligations with respect to hidden Product defects are those provided by the manufacturer or relevant supplier for the Product delivered. On the other hand, the Buyer acknowledges that accepting Product delivery (and/or taking physical possession) implies tacit and unconditional acceptance of all patent defects and therefore releases SMT from any liability in this respect.

The Buyer acknowledges that SMT is entitled to seek remediation, it being agreed that the Buyer cannot invoke any allowances on prices and that no compensation will be due from SMT. The warranty provided by SMT is limited to repairing and/or replacing defective Products (when all conditions of the manufacturer's warranty are met).

The Buyer is solely responsible for the use it makes of the Products. No warranty claims will be admissible if the cause of the defect is the result of an act or omission by the Client or if a company affiliated with SMT offers after-sales Service in the Buyer's jurisdiction and the Client uses other external service providers to provide the maintenance and/or service for the Products. Storage of the Products by the Buyer, on the Buyer's premises or in any location designated by the Buyer, will be at the risk and peril of the Buyer who is solely responsible for purchasing insurance to cover the Products (if it wishes to or if cover is required) against the risk of deterioration, fire, theft, vandalism and any other storage-related risks.

SMT will not under any circumstances owe the Buyer any compensation whatsoever for indirect damages caused by late delivery, nonconformity or any other reason for dissatisfaction related to a Performance, including loss of profits, loss of income or missed business opportunities and its liability for direct damages will, in any event, be capped at 25% of the amount actually received by SMT for the Performance in question.

SMT assumes no responsibility in the event of an accident related to the use of the Product, injury caused to people or damages to items other than the product unless there has been gross or intentional negligence on its part.

By contracting with SMT, the Client agrees (and agrees to ensure that its affiliate companies also agree) not to recruit any SMT employees or former employees until the first anniversary of the end of the Performance in question.

9. Force Majeure

SMT cannot be held liable in the event of non-performance or delayed performance of any of its obligations (even for more than six (6) months) if the non-execution or delayed execution is due to an event independent of its will or to unforeseeable circumstances fully or partly beyond its control including manufacturer, forwarding agent and/or carrier delays, wars, attacks, acts of terrorism, strikes, social unrest, natural catastrophes, embargoes, shortages of raw materials or energy, arbitrary acts of government, floods, fires, explosions, pandemics, etc. In the event of the occurrence of such a situation, SMT will be released of all

contractual obligations and will be entitled to suspend, delay or reduce its Performances for the entire duration of the events or circumstances referred to above and to the extent of their impact with no obligation to obtain supplies from alternate sources.

Should the situation last for more than three months, SMT will be entitled to cancel the Performance in question without compensation, with, however, the obligation (1) for the Buyer to pay for the Performance already provided before the occurrence of the events and (2) for SMT to return to the Buyer the portion of the sales price already received for Performance not provided, minus all fees and related expenses already incurred by SMT.

10. Changes in the Product Line

The technical specifications of the Products and the images as described in the Contractual Documents are provided for information only. SMT reserves the right to make modifications to the technical specifications, to adapt them, and to change them based on the manufacturer's standards.

11. Intellectual Property

With the exception of manufacturer logos, all logos, brands, photos and models appearing in SMT's commercial documents, including its Internet site, are its sole property. The Buyer acknowledges that no transfer of intellectual property rights takes place by way of any Performance. All rights remain the exclusive property of SMT. Any partial or full reproduction of the logos, brands, photos, or models, regardless of media, and for any purpose whatsoever, is forbidden without the approval of SMT or of the holders of any related rights.

12. Confidentiality

The Buyer agrees not to communicate, divulge or use, during or after the effective period of the Contractual Documents, any information, know-how or technical processes belonging to SMT which it may have had access to or learned about during its contractual relationship with SMT.

13. Source of Funds - Money Laundering

The Buyer guarantees to SMT that the funds used to pay for the Performance are not the result of money laundering, tax fraud, organised crime, corruption, an illicit traffic (for example, trafficking in narcotics, arms or munitions, human beings or minerals) or terrorist activities.

14. Corruption - Embargoes

SMT representatives are not authorised (except at the end of the year and under strict group policies) to make business gifts to the Client's representatives. If, however, gifts were to be made (during the end-of-year season, in particular), they cannot in any way be perceived as being intended to encourage the Buyer to close a deal. The Buyer acknowledges that SMT must comply with the prohibition of doing business with people or organisations blacklisted by the UN, EU or other national and international groups with the power to disseminate lists of *personae not grae*. Should the Client appear on one of these lists, SMT is entitled to refuse to do business with them.

The Buyer expressly agrees not to export, transport or resell any of the Products to or in a country which is subject to an international economic embargo. In addition, the Buyer certifies to SMT that it has not exercised any illegal influence on SMT employees, advisers or representatives or corrupted third parties, whether private individuals or a public authority, in order to obtain a public procurement contract, close a deal or gain an advantage regarding (and/or in connection with) any Performance whatsoever.

15. Suspension and Breach of Service

In the event of a serious doubt about the Buyer's ability to meet a major Performance-related obligation, SMT reserves the right to suspend its own obligations until the Buyer complies.

In the event of the breach of an essential contractual obligation by the Buyer which, assuming that it could be remedied, the Buyer did not rectify within 15 days of receiving notice to do so, SMT will be legally entitled to cancel the contract without bringing it before a judge, without the obligation to repay the amounts already received, and without prejudice to its right to obtain legal compensation for any other prejudice suffered and without prejudice to its other rights.

The right to terminate the contract can also be exercised for any of the following reasons:

- In the event of non-payment or late payment by the Buyer; in the event of non-execution by the Buyer of one of its obligations resulting from article 6 or of one of its obligations resulting from a prior relationship between the parties or in the event that SMT should discover that the Client has not complied with provisions 13 and 14 above;

- The contract can also be terminated by SMT in the event of Buyer bankruptcy or liquidation or of the partial or total seizure of their assets.

In the cases set out under the preceding two paragraphs, SMT reserves the right to suspend its Performances in full or in part and, if need be, recover the Products delivered.

16. Right of Substitution - Absence of Joint Liability

SMT expressly reserves the right to substitute to itself any of its affiliated companies for the implementation of any of the Contractual Documents and/or to carry out all or part of the Performance. However, it should be noted that regardless of any applicable case law, no joint liability can be assumed (without a document signed by SMT) between SMT and any of its affiliates, manufacturers, suppliers or subcontractors or any other commercial company.

17. Nullity or Partial Applicability - Non renunciation

The potential inapplicability or nullity of one or several of the provisions of these General Terms and Conditions will not impact the applicability or validity of the other provisions. In this event, the parties agree to replace the faulty clause with a provision validly negotiated together which, insofar as possible, has the same financial impact as the inapplicable or null clause.

The fact that SMT does not demand of the Buyer to perform one of its obligations at a certain moment, does not affect in any way the right of SMT to demand this performance at another moment. The fact that SMT renounces to invoke a breach of Buyer of whatever obligation, does not imply the renunciation by SMT for any other breach of this same obligation, nor for any other obligation, nor for the concerned breached obligation.

18. Language

The French version of the General Terms and Conditions will prevail over all translations which will always be provided for convenience only.

19. Privacy

The Client approves - and warrants towards SMT that the concerned physical persons gave their consent, or that there is another justification for lawful personal data processing - that SMT has the right to process the personal data of the Client (or its representatives) that has been given in the commercial relationship. SMT is especially susceptible to process identification data (e.g. names, addresses, e-mails, telephone numbers), your financial particularities (e.g. account numbers), your personal particularities, etc.

The processing of the personal data is based, according to the circumstances, on the performance of contractual obligations, on your consent, on the compliance of SMT with its legal obligations, or on the pursuit of legitimate interests (i.e. the normal activities of the company), and is done for reasons of client management (such as order management, the follow-up of deliveries, invoicing, solvability, marketing and personal advertising) and/or legal (security) purposes. In case the processing is based on your consent, you have the possibility to withdraw consent at any time and for free by sending an e-mail to privacy.africa@smt.network. Insofar it is strictly necessary to realize the foretold purposes, SMT may use processors (such as IT infrastructures, servers based in foreign countries, debt recovery collectors) which may process the data on instruction of SMT and on SMT's behalf. Furthermore, SMT is susceptible to transfer your data to other subsidiaries of the group in the world for client management. In these cases, SMT will take all measures necessary in order to assure the confidentiality and integrity of the data and, when the processors are based outside the EEA, to assure an adequate level of data protection (e.g. via the execution of contractual ad hoc clauses). If it is foreseen by law and/or justified in the circumstances, SMT is also susceptible to communicate your data to the authorities in charge of compliance with the laws (e.g. compliance with the privacy regulation, and other laws (e.g. the police)).

In every case, you have the right to request access to your data and rectification of the data if the data is incorrect or incomplete, the right to request erasure or restriction of the data, or - when provided by law - the right to object to the processing. Moreover, you have the right to receive your data in a structured format that enables the transfer to another company (right of data portability). To exercise these rights, you can send a free e-mail to privacy.africa@smt.network. You have the right to lodge a complaint with the supervisory authority (commission@privacycommission.be).

The data will be stored by the authorized persons within SMT during the term necessary for the execution of the contractual obligations and until the end of the applicable limitation period, except if a longer conservation is required to be compliant with legal obligations (such as accountability).

20. Applicable Law - Arbitration

The relationship between SMT and the Client is governed by (1) these terms and conditions and the other Contractual Documents, (2) additionally by Belgian law to the express exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods.

Unless there is an express waiver in writing providing for another applicable resolution method, any disputes occurring during the business relationship between the parties will be of the sole jurisdiction of the judicial *arrondissement* in which SMT headquarters are located. However, SMT reserves the right to refer the dispute to the court of the place in which the Buyer is established or of the place in which the Products are located.

Une version fran aise des pr sentes conditions g n rales est disponible sur notre site web www.smt.network.