

Terms and Conditions

ART. 1. DEFINITIONS

“**Sonitron**” refers to: NV SONITRON, a legal entity with its registered office at 9100 Sint-Niklaas, Kasteelstraat 93, registered with the Ghent Commercial Register, Dendermonde Division, under number 0417.349.824. The **Customer** is any person with whom Sonitron has or will enter into a contractual relationship. The **Parties** are Sonitron and the Customer collectively. The **Terms and Conditions** are these general terms and conditions. An **Agreement** is the combination of the Terms and Conditions with any special terms and conditions, to which Sonitron and the Customer are parties.

ART. 2. THE GENERAL TERMS AND CONDITIONS

2.1. As a framework agreement, the Terms and Conditions apply to the formation, performance, and termination of all Agreements between the Parties, effective upon acceptance of the Terms and Conditions. They also apply, on a supplementary basis, to Agreements entered into previously. If any provision is deviated from in a specific agreement (purchase order, work order, etc.), this must be done expressly and mutually, and such deviation shall not affect the applicability of the remaining provisions.

2.2. The fact that Sonitron voluntarily chooses not to apply or enforce a clause stipulated in its favor does not in any way constitute a waiver of rights.

2.3. Unless there is clear evidence to the contrary, the Customer accepts these Terms and Conditions—if not expressly, then implicitly—by, among other things, accepting an offer or paying an invoice on which they are stated, or by failing to object to them within a reasonable but short period of time following notification thereof, with a maximum of fourteen days.

2.4. The parties agree to these Terms and Conditions and acknowledge that the Customer’s general terms and conditions (in the broadest sense) do not apply to the Agreements, unless they are expressly accepted by Sonitron and/or were accepted by Sonitron prior to the Customer’s acceptance of these Terms and Conditions, in which case the Customer’s general terms and conditions shall apply to the Agreements in which Sonitron has accepted them (strict interpretation), albeit in a subordinate and supplementary manner; in the event of a conflict between provisions, these Terms and Conditions shall take precedence. The Customer waives its own clauses that limit or exclude the application of these Terms and Conditions to the contrary. Accordingly, there shall be no mutual waiver of terms and conditions.

ART. 3. OFFER AND ACCEPTANCE

ART. 3.1. PROVISION OF INFORMATION

The Customer is responsible for providing Sonitron with accurate and complete information regarding its needs. Conversely, all necessary information regarding the merchandise is made available to the Customer, who may always contact Sonitron for additional information during its deliberations; for this reason, the Customer is solely responsible for its final choice.

ART. 3.2. QUOTE

General brochures, price lists, catalogs, the website, and similar promotional materials are purely indicative and are not binding on Sonitron. They do not constitute an offer. Quotations are binding on Sonitron for a period of 8 days from the date of issuance, provided they are accepted by the Customer without reservation.

This acceptance must be explicit, by the Customer's signature and return of the quotation. Until such acceptance by the Customer, Sonitron may revoke the quotation at any time. The Customer must review quotations for errors and verify that the proposal meets its needs and wishes. If the Customer accepts the quotation subject to modifications or conditions, or only partially, or outside the aforementioned period, the quotation loses its binding effect and such acceptance constitutes an offer by the Customer to Sonitron. Upon the Customer's offer to Sonitron, the Agreement is concluded: if Sonitron expressly accepts the Customer's offer, or if Sonitron implicitly accepts the Customer's offer by commencing performance, or if Sonitron prepares a (new) quotation for the Customer that is accepted by the Customer without reservation. A quotation covers only what is expressly stated therein, while supplies last, and applies solely to the single order for which it was prepared, without being binding for other or subsequent (requests for) collaborations. It must be interpreted strictly in this regard. All necessary or additionally requested work or costs for which no price was explicitly quoted shall be borne by the Customer. Even in the case of an absolute lump-sum agreement, additional work and costs may be proven and charged by all legal means. All amounts are exclusive of VAT, unless otherwise stated. VAT, taxes, and other levies, whether current or future, are always the responsibility of the Customer.

ART. 4. PRICE

ART. 4.1. GENERAL

4.1.1. Invoices are payable in cash, in EUR. The price is paid in a single installment after the services have been performed by Sonitron. Exchange rate losses are borne by the Customer if payment in a currency other than EUR is permitted. Sonitron may pass on exchange rate fluctuations if the Customer invoices or pays in a different currency.

Sonitron retains the right to send the Customer interim invoices at other times of its choosing, depending on the progress of the services. Sonitron is entitled to postpone the commencement or continuation of its services until payment is received, without prejudice to other rights. Sonitron may adjust the frequency of its invoices if the scope of the work performed or the amount to be charged justifies such an adjustment.

4.1.2. Structured electronic invoicing via Peppol: A Party's connection to the Peppol network constitutes an irrevocable acceptance of the sending and receiving of structured electronic invoices, which constitute the only legally valid invoices between the Parties. If a Party has not registered with the Peppol network in a timely manner, another legally valid method of sending the invoice may be used.

Each Party is solely responsible for the configuration, availability, and proper functioning of its Peppol access, as well as for its internal processes. The non-receipt, late receipt, or loss of an invoice resulting from a technical, organizational, or internal issue on the part of a Party has no effect whatsoever on the validity of the invoice and cannot under any circumstances justify a delay or refusal of payment. An invoice is deemed to have been received as soon as it has been technically accepted by the receiving Party's Peppol Access Point, regardless of whether that Party has actually viewed the invoice. All fines, penalties, interest, costs, or other consequences arising from non-compliant invoicing or failure to comply with legal obligations regarding electronic invoicing shall be borne exclusively by the Party that committed the breach, without prejudice to the other legal remedies available to the other Party.

4.1.3. Sonitron reserves the right to require payment security for certain markets or orders exceeding a specified amount, such as a documentary credit (Letter of Credit) in accordance with UCP 600 rules (ICC), a bank guarantee on first demand, or prepayment (in full or in part). For Customers with their registered office outside the EU, full prepayment of the invoice is always required.

ART. 4.2. NOT INCLUDED

Prices must be interpreted strictly. Delivery, installation, and setup are not included, unless expressly agreed otherwise. Anything not expressly stated as included is not included. Items that are not included but are delivered will be charged at market rates (marginal review). VAT, other taxes and charges, and any changes thereto, are always the responsibility of the Customer. If the VAT rate changes before the balance is invoiced, the price of the work still to be invoiced and the goods still to be delivered will be adjusted accordingly, even if a price including VAT was agreed upon. In any case, packaging is never included in the price.

ART. 4.3. PRICE REVISION

These general terms and conditions do not provide for any price adjustment. However, any price adjustment clause agreed upon between the parties in another document (e.g., in a contract) remains applicable.

ART. 4.4. LATE OR INCOMPLETE PAYMENT

4.4.1. Any debt that remains wholly or partially unpaid by the Customer on the due date shall, by operation of law and without notice of default, accrue interest calculated at the statutory interest rate in accordance with the Act of August 2, 2002, plus 2%, provided that this rate shall not be less than 9%, calculated from the due date until the date of payment, as well as giving rise to a fixed compensation of 15% of the principal amount outstanding on the due date, with a minimum of 125 euros per principal amount, without prejudice to the right to prove and claim higher damages, and without prejudice to the right to reimbursement of court costs (including the applicable court fees) and enforcement costs.

4.4.2. Any debt that remains wholly or partially unpaid by Sonitron on the due date shall accrue interest from the date of notice of default, at the interest rate applicable in the event of default by the Customer.

4.4.3. Furthermore, if any of the Customer's due debts remain wholly or partially unpaid, all of the Customer's debts that have not yet become due shall become immediately due and payable. Payments made after the due date will first be applied to interest, liquidated damages, legal costs, and collection costs, and only then to the principal amount. The interest owed by the Customer is capitalized annually.

4.4.4. The Parties mutually declare that these fees do not create an imbalance, are not disproportionate to the loss that may be suffered by the other Party, and do not exceed the damages that they could have determined at the commencement of the Agreement in the event of a breach by the other Party.

ART. 4.5. JOINT AND SEVERAL LIABILITY

If an order is placed by multiple persons, all parties placing the order shall be jointly and severally liable for payment of the price, costs, and fees, regardless of to whom Sonitron has addressed its invoice. Anyone who places an order with a request to bill a third party is also jointly and severally liable.

ART. 4.6 RECURRING ORDERS

If a structural or recurring business relationship is established between the customer and the contractor, in which similar orders are placed with a certain regularity, the parties shall formalize their business relationship by means of a framework agreement.

The framework agreement takes precedence over individual orders and these general terms and conditions, to the extent that the framework agreement expressly contains deviating provisions. For all other aspects, these general terms and conditions remain applicable.

As long as no framework agreement has been concluded, the individual orders and these general terms and conditions remain in effect, without the customer being entitled to any benefits that would normally be granted under a framework agreement.

ART. 4.7 RUSH ORDER

Sonitron offers a delivery time of 3 or 4 weeks for rush orders. Additional charges for your rush order are calculated at 15% of the total value, with a minimum amount of

€150. Rush orders are only possible after confirmation by Sonitron's production planning department. A limited number of super-rush orders with a delivery time of 1 or 2 weeks are available upon request. The costs for super-rush orders range from 45% to 300% of the order value, with a minimum amount of €200.

ART. 5. DELIVERY

ART. 5.1. PLACE AND ACCEPTANCE

Delivery takes place at Sonitron's registered office. Unless expressly agreed otherwise in the special terms and conditions, all deliveries are made EXW (Ex Works) Sint-Niklaas, Incoterms 2020 (ICC). The Customer is responsible for all export and import formalities, customs duties, import taxes, and permits in the country of destination.

Risk passes to the Customer as soon as the Customer is able to take delivery. The Customer is obligated to facilitate the delivery. Sonitron reserves the right to claim, storage costs and/or any other related costs. If delivery to a specific location has been agreed upon, the Customer must ensure that the delivery location is normally accessible and that the Customer or a representative is present to accept the delivery. If this is not the case, Sonitron has the discretion to either take the delivery back at the Customer's risk and expense, or to deliver it to the location or to a neighbor, at the Customer's risk. Packaging will not be taken back.

ART. 5.2. DELIVERY TIME

5.2.1. There are no specific delivery deadlines; delivery will take place within a reasonable timeframe.

5.2.2. Express delivery periods are specified in business days. The following are not considered business days: Saturdays, Sundays, and legal holidays; annual vacation days and compensatory days off; and days on which weather conditions or their consequences make or would make work impossible for at least four hours.

5.2.3. The delivery period begins on the first business day following the point at which agreement has been reached on all commercial and technical details, Sonitron has all necessary information, all necessary conditions for performance have been met, and the agreed-upon payment has been received, if applicable.

5.2.4. All cases of force majeure, or delays caused by the Customer (such as changes to the order) or by third parties (including suppliers), extend the delivery period, without entitlement to compensation.

5.2.5. Delivery or performance deadlines are subject to many factors, such as the involvement of third parties. The parties agree that these deadlines are indicative and will be adhered to and respected by Sonitron to the extent possible and reasonable. A deviation from them does not necessarily constitute a breach of contract and therefore does not automatically entitle the Customer to claim any damages or to unilaterally terminate the contract. The Customer declares that this indicative nature, in all reasonableness, is the approach the Customer also wishes to adopt and in no way constitutes a unilateral determination or modification of these timeframes by Sonitron.

ART. 5.3. DELAY

5.3.1. If a strict delivery deadline is specified in the special terms and conditions, the Customer may only demand termination thereof if Sonitron has been given notice of default to fulfill its obligations within a reasonable period, appropriate to the circumstances, provided that the Customer may not claim any damages from Sonitron if the obligation was ultimately fulfilled within this reasonable period.

5.3.2. If Sonitron is also unable to deliver within that reasonable period, the Customer may prove and claim its damages; however, such compensation is limited to the amount the Customer would owe in the event of a delay in payment, calculated based on the value of the goods or services whose delivery has been delayed. The parties agree that this compensation is appropriate and not unreasonable. Exceeding the delivery or performance deadline does not release the Customer from the obligation to accept the goods or services.

ART. 5.4. DELIVERY COSTS

Delivery is not included in the price. If Sonitron delivers outside its registered office, this is done at market-based cost-plus rates, to be assessed at its discretion. All goods are transported (including unloading) at the Customer's expense and risk.

ART. 6. INTUITU PERSONAE

ART. 6.1. ASSIGNMENT OF THE AGREEMENT

Sonitron performs its services exclusively for the benefit of the Customer. Third parties may not derive any rights from the work performed or its results. Any transfer or pledge, in whole or in part, by the Customer to third parties of the Agreements with Sonitron or the rights and/or obligations arising directly or indirectly therefrom is not enforceable against Sonitron if done without its prior written consent.

ART. 6.2. SUBCONTRACTING AND CONSULTANTS

Sonitron is at all times permitted to collaborate with third parties (its own suppliers, subcontractors, and specialists) in the full or partial performance of its obligations. Such collaboration is not intuitu personae.

ART. 7. LIABILITY

ART. 7.1. OBLIGATIONS OF MEANS

Sonitron is bound solely by obligations of means, even in the event of contrary case law or customs in similar cases, unless mandatory law expressly prohibits this.

ART. 7.2. PRECAUTIONS BY THE CUSTOMER

Sonitron always provides the Customer with comprehensive information regarding use and storage. The Customer must use and store purchased goods in accordance with the instructions provided upon delivery. If the Customer believes they did not receive sufficient and clear instructions upon delivery, they must notify Sonitron within eight days of delivery. The Customer also declares that they will conduct their own research regarding the use and storage of the purchased goods, particularly as soon as there is the slightest indication that such research is useful or necessary. The products must be used in accordance with the operating instructions and technical specifications as set forth in the technical data accompanying the product. Any use outside of these instructions and specifications relieves Sonitron of all liability and voids the warranty.

Customers who conduct lifespan or functional condition tests on Sonitron products are expressly requested not to use the tested products in their applications thereafter. Such tests subject the products to exceptional stress and critical environmental conditions, causing the products to age prematurely and making it impossible to guarantee their normal lifespan. Returned products for which a replacement under warranty (RMA) is requested, but where it is determined that the damage resulted from such lifespan or stress tests, will not be replaced and will not be covered under warranty.

ART. 7.3. EXEMPTION

7.3.1 Sonitron is liable only for damage resulting from its willful misconduct, gross negligence, or that of its employees, or—except in cases of force majeure—failure to fulfill its essential obligations. Its liability per claim is limited to one times the sales price charged to or to be charged to the Customer for the goods sold that gave rise to the liability. In any event, this liability is capped at the actual amount paid by Sonitron’s professional liability insurer, with any deductible to be borne by the Customer. If multiple claims arise from the same error, they shall be considered a single claim. Sonitron shall never be held liable for indirect damages, including but not limited to, financial and commercial losses, loss of profits, increased costs, disruption of scheduling, software malfunctions, loss of anticipated profits, capital, clientele, and the like. The “Customer” acknowledges that it may not hold Sonitron’s directors, representatives, shareholders, (independent) contractors, employees, and any other type of agent or subcontractor, as well as their respective agents or subcontractors, liable on a non-contractual basis (neither directly, nor jointly and severally, nor in solidum with the “Seller”). However, this does not apply if the damage suffered results from an infringement of physical or mental integrity or if the damage results from a fault committed with the intent to cause damage.

7.3.2. Without prejudice to the provisions of Section 7.3.1, and for the purpose of clarification and supplementation thereof, Sonitron’s liability is in all cases strictly limited to the value of the product delivered by Sonitron that gives rise to the liability.

If the product supplied by Sonitron is intended to be integrated, incorporated, or incorporated into another end product or system—whether or not that end product or system is larger or more complex—Sonitron shall in no event be held liable for damage to, loss of, or costs associated with, that end product or system as a whole, nor for any damage resulting from the integration or incorporation of the Sonitron product into that end product or system.

Sonitron's liability is therefore expressly limited to the sales price, excluding VAT, of the specific product supplied by Sonitron that caused the defect or damage, as invoiced to the Customer.

Sonitron cannot under any circumstances be held liable for the value, repair costs, replacement value, or any other damages relating to the end product or any part thereof that was not supplied by Sonitron. The parties expressly declare that this limitation of liability constitutes an essential and decisive element.

ART. 7.4. FORCE MAJEURE, UNFORESEEN CIRCUMSTANCES, AND HARDSHIP

Force majeure is a situation in which Sonitron's performance of the Agreement is wholly or partially prevented, whether temporarily or otherwise, by circumstances beyond Sonitron's reasonable control. Unforeseeable circumstances are any changes in circumstances, beyond Sonitron's reasonable control, that seriously impede Sonitron's performance and/or result in disproportionate harm to its interests. In the event of force majeure or unforeseeable circumstances, it is not necessary to prove that the circumstances are unforeseeable, unattributable, and/or unavoidable (provided, however, that Sonitron may not invoke force majeure or unforeseeable circumstances if they result from its own intent or gross negligence, or that of its employees, or from the failure to fulfill essential obligations). Sonitron shall notify the other Party of the force majeure or unforeseeable circumstance within a reasonable period of time. Sonitron is not obligated to fulfill any obligation that is impeded by force majeure and/or unforeseeable circumstance. In the event of unforeseeable circumstances, Sonitron has the right to require the other Party to negotiate, in good faith, alternative equitable terms that remedy the unforeseeable circumstances. If force majeure or unforeseeable circumstances persist for more than three consecutive months, Sonitron is entitled to request the termination of the Agreement or to terminate it itself without liability and without any obligation to pay damages. Similarly, in the event of force majeure on the part of the Customer lasting more than three consecutive months, Sonitron is entitled to request the termination of the Agreement or to terminate it itself without liability and without any obligation to pay damages. The Customer may not invoke unforeseeable circumstances; the Customer does not consider this to be manifestly unbalanced, given the higher economic risk borne by Sonitron.

ART. 7.5. INDEMNIFICATION

7.5.1. If the Customer fails to fulfill any of its obligations and, as a result, a third party has filed or threatens to file a claim against Sonitron and/or its officers and employees, the Customer shall indemnify and hold harmless Sonitron and/or its officers and employees from all losses, damages, expenses, and liability arising directly or indirectly therefrom.

7.5.2. The above limitations of liability also apply to Sonitron's liability toward third parties arising from its collaboration with the Customer. The Customer shall indemnify Sonitron against any further claims by such third parties.

ART. 7.6. WARRANTY

7.6.1. Sonitron provides a twelve (12)-month warranty on its products, effective from the date of shipment of the product to the Customer. The warranty covers only material and manufacturing defects inherent in the product and demonstrably present at the time of shipment.

The warranty shall lapse immediately and by operation of law if the product has been opened by the Customer or a third party, unless this was expressly and previously authorized by Sonitron.

7.6.2. The warranty expressly does not apply in the following cases:

1. Products that not were used, stored or retained in accordance with the operating instructions and technical specifications as referred to in Section 7.2;
2. Products that have been physically altered, damaged, or opened by the Customer or a third party;
3. Damage or defects caused by improper use, inadequate maintenance, or unprofessional handling;
4. Damage or defects caused by external factors such as power surges, water damage, corrosion, mechanical damage, or other external influences;
5. Normal wear and tear or aging of the product;
6. Products that have been subjected to lifespan or stress tests, as referred to in Section 7.2;
7. Defects that the Customer could reasonably have detected at the time of or prior to delivery and that were not reported in a timely manner in accordance with Article 8.

7.6.3. Within the warranty period and provided that a valid complaint and return have been submitted in accordance with the procedure set forth in Section 7.6.4, Sonitron undertakes, at its sole discretion, to:

- repair the defective product or part; or
- replace it with an equivalent product or part; or
- to issue a credit for the invoiced amount.

A warranty service does not extend the original warranty period. The warranty service constitutes the Customer's sole and exclusive remedy for defects covered by the warranty, without prejudice to the limitations of liability set forth in Article 7.3.

7.6.4. RMA Procedure (Return Merchandise Authorization)

Any return shipment for quality control purposes or a warranty claim must be registered with Sonitron in advance. After registering the complaint, Sonitron will provide the Customer with a QD1 document, which the Customer must complete fully and accurately and include with the return shipment so that Sonitron has sufficient information to handle the issue efficiently.

The return shipment must be sent to the Sonitron factory, accompanied by the following information and documents; failure to provide these will result in the return shipment not being accepted:

1. Samples of the defective parts;
2. The Customer's name and address;
3. Description of the application;
4. Invoice number;
5. A copy of the inspection report that was included in the packaging upon delivery;
6. A copy of the Customer's written complaint;
7. The fully completed Sonitron QD1 document.

Returns will only be accepted for quality control if the products have not been physically altered, damaged, or opened. Returns that are not accompanied by all required information and documents will be refused.

The costs of the return shipment are always borne by the Customer, regardless of the outcome of the quality control inspection.

7.6.5. Sonitron expressly reserves the right to charge the Customer for the costs associated with investigating a warranty claim that proves to be unfounded or that results from improper use. This

applies in particular when the alleged quality complaint turns out to be the result of lifespan or stress tests as referred to in Article 7.2, or of any other ground for exclusion as referred to in Article 7.6.2.

ART. 8. COMPLAINTS

The Customer must submit complaints within the following timeframes; failure to do so shall constitute acceptance of the delivery and/or invoice: (1) general complaint or visible defect: within eight days of delivery and/or performance, (2) hidden defect: within eight days of discovering the defect, provided the Customer demonstrates that it could not reasonably have discovered the defect earlier; (3) invoicing: within eight days of the invoice being sent.

To be admissible, legal actions must be initiated by the Customer within a short and reasonable period after filing an admissible complaint, with a maximum of 6 months from (1) the delivery and/or performance in the case of a visible defect, (2) the discovery of the defect in the case of a hidden defect, or (3) the sending of the invoice in the case of a disputed invoice. This is subject to any shorter statutory time limits.

In view of, among other things, the nature of the deliveries and the industry, the Parties accept these time limits as reasonable. Disputes do not suspend the Customer's payment obligations.

Notwithstanding the complaint deadlines set forth above, for defects covered by the warranty referred to in Article 7.6, the Customer must file a complaint within eight (8) days of discovering the defect, and in any case within the warranty period of twelve (12) months following shipment. Once the warranty period has expired, no further warranty claims may be filed. The admissibility of the complaint and the return shipment is in any case subject to the procedure set forth in Article 7.6.4.

ART. 9. DEFENSE OF NON-PERFORMANCE

If the Customer fails to timely and properly fulfill one or more of its obligations toward Sonitron, despite Sonitron's fulfillment of its due and payable obligations, Sonitron may suspend the fulfillment of its further obligations toward the Customer, in whole or in part, until the Customer has fulfilled all of its obligations. The parties agree that this right also applies to obligations arising from other agreements (across different projects or files). All costs and expenses arising from such a suspension (e.g., demurrage and storage costs) shall be borne by the Customer and must be paid immediately. The Customer waives any right to compensation in the event that Sonitron made an error of interpretation in this regard, except in cases of willful misconduct or gross negligence. For the purposes of this article, "Customer" means the Customer and its affiliated companies, and "Sonitron" means Sonitron and its affiliated companies. Sonitron is not required to first suspend its obligations before invoking the termination of the Agreement.

ART. 10. RIGHT OF RETENTION

Sonitron reserves the right to refuse to release goods entrusted to it or transported or handled by it until full payment of all amounts owed to Sonitron, even if such amounts do not directly relate to the goods being withheld. Storage fees may be charged. As soon as the right of retention is invoked, the risk (to the extent that it was with Sonitron) reverts to the Customer.

ART. 11. RETENTION OF TITLE

Goods remain the property of Sonitron until full payment of the principal amount by the Customer. However, all risks are borne by the Customer from the time of delivery. Sonitron is authorized to retrieve unpaid goods on the due date without the Customer's prior consent. The Customer grants Sonitron the right to enter its premises for this purpose.

ART. 12. TERM AND TERMINATION OF THE AGREEMENT

ART. 12.1. GENERAL

The successive ordering and performance of multiple similar and/or related services does not constitute a partnership of definite or indefinite duration.

If, however, the special terms and conditions stipulate that the Agreement is of indefinite duration, the Agreement may be terminated in accordance with the provisions in the special terms and conditions; in the absence of such provisions, it may always be terminated provided that a reasonable notice period is observed. If, however, the special terms and conditions specify that the Agreement is for a fixed term, the Agreement may not be terminated prematurely, unless otherwise provided in the special terms and conditions. The parties declare in the special terms and conditions that they will ensure—or have ensured—that any fixed term agreed upon does not result in an “abnormally long commitment” or a manifest imbalance in obligations. Only if an abnormally long commitment were to arise, leading to a manifest imbalance, may the fixed-term Agreement be terminated early; however, a reasonable notice period must always be observed. Sonitron is entitled to invoice, during the notice period, at least a fee that is pro rata to what was invoiced during the twelve months preceding the termination, if the actual services rendered turn out to be lower.

ART. 12.2. TERMINATION

12.2.1. Once an order has been placed by the Customer, it can no longer be canceled free of charge. Unilateral termination by the Customer shall render compensation payable in the amount of 100% of the price of the undelivered products. This compensation is subject to Sonitron proving that the actual damages were higher. The parties declare, in light of their special terms and conditions, the unique nature of the sector, Sonitron's services, and its scheduling, that they consider these rates and provisions to be sufficiently proportionate, both in general and, more specifically, in relation to the loss Sonitron may suffer.

12.2.2. Sonitron may terminate the agreement if export is legally impossible (e.g., due to EU sanctions against certain countries or individuals). Sonitron explicitly refers to its International and international export regulations: <https://www.sonitron.be/company/international-and-national-export-regulations/>, which can be found and read on its website via the link above.

ART. 12.3. IMMEDIATE TERMINATION

Sonitron may immediately terminate the Agreement in the event of the Customer's failure to fulfill its obligations and/or if the continuation of the professional collaboration becomes impossible. The Parties also include the following under this provision: GRP, dissolution proceedings, manifest insolvency, or bankruptcy of the Customer. Such termination shall be deemed a breach by the Customer, and the relevant rules shall apply.

ART. 13. SET-OFF / NETTING

Sonitron has the right to set off claims against the Customer against any claims the Customer may have against Sonitron, even after concurrence or after the assignment and pledge of claims in accordance with Article 14 of the Act of December 15 on Financial Collateral. Conversely, the Customer is not permitted to set off its claims against Sonitron against any claims Sonitron may have.

ART. 14. STATUTE OF LIMITATIONS AND EXPIRATION

All claims by the Customer against Sonitron must be brought before a court without delay, and in any event within six months from the time the Customer discovered or reasonably should have discovered the fact giving rise to the claim, unless the law provides for shorter periods or the Agreement provides for different time limits. Failure to do so shall result in forfeiture of the claim, without prejudice to longer time limits provided by other applicable legal sources.

ART. 15. PRIVACY AND GDPR

The Customer expressly authorizes Sonitron to process all data necessary for the assignment, including special categories of personal data (Articles 8 and 9 of the GDPR), within the framework of the collaboration for one or more purposes. For further details, Sonitron refers to its privacy policy.

ART. 16. INTELLECTUAL PROPERTY

All intellectual property rights and derivative rights directly or indirectly related to the goods sold remain the property of Sonitron or the entitled third party. Any concept, creation, working method, preliminary design, design, drawing, plan, specifications, etc., remains the property of Sonitron. The transfer of intellectual property rights can only result from an explicit written agreement and cannot arise from the fact that, for example, the creative process was included in the order or that this creative process was specifically compensated, nor from the transfer of the product. The Customer grants Sonitron permission to take photographs of its products, even if they were custom-developed for the Customer, and to use these photographs for, among other things, advertising purposes.

ART. 17. SEVERABILITY, MITIGATION, AND NULLITY

If any provision of the Terms and Conditions or an Agreement is found to be wholly or partially invalid, void, or excessive under the law, the Parties agree that such provision shall be automatically modified, and/or that the Parties or the court (ex officio or upon request) shall modify such provision to the maximum extent permitted by law and/or replace the invalid, void, or excessive provision as if it had always been included in the modified and/or valid version—a valid version that most closely reflects the actual and original intent of the Parties. If, in a minor instance, a clause must nevertheless be deemed void and it proves impossible even for the court to provide a valid replacement clause, this shall not result in the invalidity of the remaining provisions (unless the entire article, or the entire agreement, can no longer remain in effect without that clause).

ART. 18. JURISDICTION AND GOVERNING LAW

All legal relationships between the Parties shall be governed exclusively by Belgian law. The application of the Vienna Sales Convention (CISG) is expressly excluded. Disputes arising from these legal relationships fall within the exclusive jurisdiction of the Belgian courts of the judicial district where Sonitron has its registered office, unless Sonitron prefers to bring the dispute before another court in Belgium. The Parties choose Dutch as the language of the proceedings. For customers outside the European Union, Sonitron has the right to submit disputes to arbitration under the rules of the ICC (International Chamber of Commerce) or CEPANI, with its seat in Brussels, in the Dutch language.