

## Standard Terms & Conditions of Sale

**1. Application** – These terms of sale, including all the special terms, apply to all MANGOGE M's offers and agreements and always have priority on any standard terms of sale and agreements of Buyer, except when MANGOGE M accepts in writing that the Buyer's terms of sale are applicable, and that MANGOGE M's standard terms of sale and/or special terms give way to Buyer's terms of sale. These standard terms and conditions of sale can be overruled by special terms, if accepted in writing by the two parties. Nevertheless, MANGOGE M's general terms of sale still apply to everything that has not been stipulated by the mentioned special terms of sale. If any of the stipulations of these terms cannot be applied, it will not affect the legality of all the other stipulations that will remain applicable. If the mentioned standard terms of sale and the software license agreement are jointly applicable and there should exist a contradiction between both, the software license agreement has priority. Every circumstance that does not apply to the present standard terms of sale will be explicitly subject to the Belgian Laws.

**2. Offer** – Our offers are only binding when in writing. Unless otherwise specified in writing by MANGOGE M, our offers engage us during a maximum delay of two (2) months.

**3. Contract** - A contract can only be formed validly if an MANGOGE M's written offer is the object of a Buyer's unconditional acceptance or if MANGOGE M accepts without reserve an order made by the customer. Any addition, abolition or some modification of the above-mentioned offer or order constitutes a counter-bid and suspends the contract until its express acceptance of our part, except written opposite conditions.

**4. Prices** – Unless otherwise specified in writing by MANGOGE M, the prices of Products are exclusive of transportation, insurance, third-party license fees, customs duties or sales tax, VAT, use, excise or other similar taxes. Buyer shall pay all such duties or taxes in full upon shipment, except for the taxes imposed on MANGOGE M's net income. Unless otherwise specified in writing by MANGOGE M, prices of Products are in Euro. However, a quotation can be expressed in the Buyer's currency, in which case the price will be calculated on the basis of the rate of exchange (ROE) versus the Euro, as quoted on the EURONEXT stock exchange market, on the effective quotation date. If, on the payment day, the ROE deviates from the exchange rate used to calculate the original price, MANGOGE M has the right to adjust the price, in order to account for this deviation.

**5. Payment** – The invoices are due net thirty (30) calendar days from invoice date. For invoices not paid on their respective due date, an interest of 1.25% of the amount due per month will be applicable. In addition, a forfeit penalty of 15% of the amount due will be added, with a minimum of 50 EUR. Any complaint, by whomever and for whatever reason, does not give Buyer the right to postpone the payment of the invoice addressed to him. The Buyer has 8 business days to dispute the invoice; after this period, it will be considered as due. All payments must be made into MANGOGE M's bank account as specified in MANGOGE M's quotation/invoice. For each payment after its due date, all the amounts, still to be paid by Buyer, are immediately claimable, whatever stipulations were stated earlier. Moreover, with a non-payment or payment after its due date, MANGOGE M can suspend the execution of the mentioned Sales Contract and, in case MANGOGE M agreed to a postponement of payment, MANGOGE M can immediately claim payment in cash. At that time, MANGOGE M can at his own discretion decide to terminate the agreement. In that case, MANGOGE M will add an indemnification fee of 25% of the amount due on top of the amount still due. In addition, a termination penalty of 25% of the total amount related to the part of the agreement that is not yet executed will be in effect. This fixed amount does not void in any way MANGOGE M's right to claim any other additional indemnifications. In the event of partial or total non-payment of any invoice by its due date, MangoGem reserves the right to **\*\*suspend access to the MANGOGE M APS Optimizer software\*\*** without prior notice, until the outstanding amount has been fully paid. The suspension of access does not release the Client from their obligation to pay any amounts due. Non-use of the software shall not be considered a valid reason for withholding payment or as an implied termination of the contract.

**6. Risk** – In case Buyer refuses or is unable to take delivery of the goods or systems, because of closing, for whatever reason and for momentary or indefinite duration, the products will nevertheless be considered delivered. MANGOGEN may store the delivered Products on its own premises or on those of a third-party. MANGOGEN will inform Buyer of the actions taken. Upon delivery, the title to and the risk of loss and/or damage for the Products shall pass to Buyer from MANGOGEN, and thereafter, the risk of loss and/or damage for the Products shall be borne by Buyer. Buyer will pay all costs related to and resulting from, directly or indirectly, Buyer's inability to take delivery of the Products, since bill reception send by MANGOGEN.

**7. Delivery Delay** – The delivery deadlines appearing on the contractual documents have an indicative character. There shall be no liability for any failure to meet those delays, unless the particular conditions expressly state that delivery deadlines are rigorous and constitute an essential condition of the agreement. When a delivery deadline with imperative character was expressly planned, this delay can be considered as not respected only five days after the sending of a letter of formal demand sent by the customer. Any "force majeure" event, as well as any reasonably unpredictable event at the time of the formation of the contract entails the suspension of the imperative delay of delivery, during all the period when this event makes impossible the delivery for the agreed delay. If a delivery, which is the object of imperative delay is delayed our fact, this delivery delay will not justify the termination of the contract. Our company will be indebted of a compensation, will formally fix, in 0,5 % of the selling price of the goods by delay's week, without that the total compensation can exceed 5 % of the selling price. Furthermore, this compensation will be due only as far as the customer proves to have undergone damage. In case of system delivery, the customer will have to allow MANGOGEN to install it in normal conditions.

**8. Right of Ownership** – MANGOGEN maintains the right of ownership on all Products, sold to Buyer, until entire payment by Buyer of all the accrued amounts. As long as MANGOGEN has not received entire payment, Buyer shall not alienate, pawn or mortgage, nor rent, lend or remove in whatever way or under whatever title the delivered Products from Buyer's premises. If the not paid goods are intended by the customer to furnish rented places by him, he has to seek, by registered letter in the post office sent to MANGOGEN, the prior authorization to allocate goods to this destination, by mentioning the owner's name and his address as well as the rented places address. The risks are transferred to the customer from the contract formation.

**9. Intellectual Property (IP) Rights and Software Licenses** - All the IP rights on appliances and software, whether ours, those of our suppliers or those granted to us as license, stay MANGOGEN property. MANGOGEN provides Buyer a non-exclusive, non-transferable license to use the appliances and software in the way and for the purpose for which they have been delivered. The software licence is given for a use by a maximum number of users who use the system in the same time and for a simultaneous use in maximum one place. The system is « just like book », namely that the software can be used by this number of persons and can be freely transferred by one appliance to another. Buyer has however the right to make two copies of the software, only for reasons of security. It's forbidden to make more than two copies and to reproduce the documentation. Buyer will ensure that the identification labels and the trademark specifications remain unaltered and the copyright is respected. Buyer makes a commitment to make follow the security copies of an order number. The software and its documentation include trade secret and profit from copyrights and other IP rights. Buyer shall take all the necessary precautions for all people who have software access take necessary measured to prevent any Product information or the corresponding documentation from leaking to a third-party. This non-disclosure obligation remains in full force after the termination of the execution of the agreement. Buyer refrains expressly to reproduce the system for commercial purposes and to dismantle it. Any violation in the one some of the obligations here-before mentioned can be sanctioned, in its choice, by MANGOGEN, by the termination of the contract and/or payment of a fixed compensation equals in three times the amount of the contract. Seller is not liable in case Buyer is in violation of the copyright, patent laws, trademark specifications or whatever other intellectual or industrial property rights at the expense of a third-party. Seller's warranty is linked to the condition that the Products are used for the purposes, as stipulated in the Sales Contract. Accident, fire or any other hazard beyond the reasonable control of Seller as well as Buyer's error or misconduct resulting in damage to the Product or resulting in the Product not performing to specification is excluded from warranty coverage and may void

the warranty. Seller's liability for product deficiencies is limited to those explained in the Belgian Civil Code, articles 1641 and following, and this during a maximum period of twelve months from delivery of the Products to Buyer. For systems, the warranty period begins from the equipment delivery to the Buyer. Its delay is limited to one month. During the warranty period Seller commits to do his very best to track down and remedy malfunctions within a reasonable timeframe. Buyer will supply us any document and given allowing us to remedy errors. MANGOGEN will not be responsible for consequences which could result from the bad functioning of the systems on the Buyer's company. Use of any MANGOGEN software implies acceptance of its specific End User License Agreement (EULA). If any disposition in the EULA contradicts the general terms stated here, the EULA will have precedence.

**10. Liability** – In all hypotheses, our responsibility is limited at most to the replacement of the goods and to the repair of the errors appearing in the systems. The customer loses any rights for the services enumerated in the previous article if he doesn't tell us at once and in writing of what he meets problems in the use of the system.

**11. Force Majeure** – MANGOGEN hereto shall not be liable for default of any obligation hereunder if such default results from the force majeure which includes, without limitation, governmental acts or directives; strikes; acts of God; war; insurrection, riot or civil commotion; fires, flooding or water damage; explosions, embargoes, delays in delivery, or failure to obtain or withdrawal of any export or import license, whether of the kind herein enumerated or otherwise, which are not within the reasonable control of the party affected.

**12. Termination of contract** – MANGOGEN can, at his own discretion, void the Sales Contract as a result of a violation by Buyer of any above-mentioned obligation. Buyer will pay at that time any due applicable termination penalties. In case of non-conformance of any of Buyer's obligations as specified in this document, MANGOGEN can at his own discretion terminate the agreement upon expiration of a reconciliation period of fourteen days, starting from the day Buyer has been formally notified by MANGOGEN. MANGOGEN may either dissolve the agreement or suspend the execution of its own commitments. MANGOGEN may terminate the agreement immediately and unilaterally, without proof of default or court intervention, if the Buyer has shown evidence of insolvency, faces a suspension of payments or is no longer able in any way to meet with the financial or other commitments. If the agreement is terminated due to fault of Buyer, Buyer shall convey all Products, to which MANGOGEN has still ownership rights, to MANGOGEN and shall give to MANGOGEN access to Buyer's premises in order to recover above-mentioned Products. In case Buyer fails to pay MANGOGEN, latter will be entitled to have a lien on all the goods that Buyer has in his possession. MANGOGEN is not liable for damages, resulting directly or indirectly from terminating the Sales Contract according to these terms.

**13. Termination by the Client** :The client has the option to terminate the contract without penalty by providing a three (3) month notice prior to the automatic renewal date of the contract. Termination must be carried out by the client either: By registered mail, addressed to MANGOGEN at the official company address, with proof of receipt showing the date of sending, or by email, sent to the official email address **contracts@mangogem.com**. Termination by email must be validated by an acknowledgment of receipt issued by MANGOGEN to be considered effective. If the client does not comply with this three (3) month notice period, the contract will be automatically renewed for a new period, according to the terms defined in the initial contract.

**14. Export** - The Products delivered by MANGOGEN are subject to the export regulations under Belgian and United States of America Legislation. Buyer shall comply with these regulations and shall not apply the Products in a way that is prohibited by the authorities in and outside Belgium.

**15. Reservation of Property** - The Buyer cannot, without prior written consent from MANGOGEN, transfer his rights, which result from any Sales Contract under these terms and conditions.

**16. Jurisdiction and Applicable Law** - All disputes concerning the validity, interpretation and execution of the present terms of sale fall exclusively within the jurisdiction of the Brussels District Court. These terms and conditions shall be governed by and construed in accordance with the laws of Belgium.