

ANNEX I: GENERAL CONDITIONS OF INSTALLATION, START-UP AND TRAINING

(November 2024)

1. Preamble

The present General Conditions of Installation, Start-Up and Training shall apply to all our Contracts, except for modifications that may be agreed upon by the parties in writing. These General Conditions shall apply to the exclusion of all General Conditions appearing on documents issued by the Buyer.

2. Time

Our technicians' time will be invoiced as follows:
Normal (45 hour week) working-, waiting- and travel-time: EUR 80, 00 net per hour

Supplements:

Over 45 hours: +100 %
Night-, Sunday- or holiday-work: +100 %
For installation, start-up work and training carried out later than 6 months after date of shipment, the then valid rates for time and board and lodging will be applied.

3. Travel costs

Travel costs, including luggage, costs for visa and for extension or renewing of the visa for our technicians are to be borne by the Buyer.
Travel costs are charged as follows:
- Railroad 1st class
- By air: economy class (1 round ticket with unspecified carrier, per technician should be provided every 3 months)
- By car: EUR 0, 50 /km.
- Any other transportation costs are charged accordingly.
- Local transport to and from the factory etc. to be provided by the Buyer.

4. Board and lodging

Our technician's expenses for decent board and lodging are composed of hotel costs (only lodging) and an adequate sum for out-of-pocket expenses. These expenses are destined to cover all hotel costs and living expenses and are at the Buyer's charge (Saturdays, Sundays and holidays included). The definite rate of these expenses will be fixed, when delegating our technicians, according to the evolution of the cost of living.

The Seller considers the following aspects to be part of a decent hotel:

- a clean room
- hygienic sanitary and toilet facilities
- internet connection

5. Signature of time- and expense-sheets

Every week our technician will submit his time- and expense-sheets to the Buyer for verification and signature for approval.

6. Payment

Installation, start-up and training invoices are payable net on receipt.
In countries where payment and transfer of installation, start-up and training invoices are subject to special regulations, the Buyer will produce proof of obtaining the necessary transfer permits prior to the delegation of our technicians. Interest shall be payable on overdue accounts at the rate of 12% per annum on the amount overdue until the actual date of payment.

7. Taxes and charges

The purpose of expenses for a decent hotel and out-of-pocket expenses (clause 4) is to cover living expenses in the country where our machines are set-up. If the technicians are employees of the Seller they will be registered as such, paid and insured by us in compliance with Belgian regulations.
The Seller shall be entitled to recover from the Buyer any taxes and social charges that may be levied in the Buyer's country on the Seller or the technicians in respect of work performed there by the Seller and its technicians.

8. Preliminary work

In his own interest and to prevent loss of time, the Buyer is required to clean the looms before the arrival of our technician and to have the warpbeams ready.

9. Aids

In order to allow the technician to work efficiently, the Buyer will put at his disposal on arrival at the site of the Buyer:

1. An electrician for the power connections.
2. The foreman who will be in charge of the looms.
3. Operators to fit the warpbeams to the looms, when required by our technician.

10. Working permits

The Seller's technician can be either an employee or a subcontractor of the Seller.
In countries where official entries, tax certificates, exit or working permits for our technicians are required, the Buyer is required, to obtain such permits in time and at its expense.

11. Safety measures

The Buyer guarantees that work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken by the Buyer before work is started and shall be maintained. Furthermore, the Buyer must inform the Seller immediately in case of any changes in the level of health and safety during the performance of works by the technician.

The Buyer will inform the Seller's technician of all health and safety and security requirements that apply at the Buyer's premises.

The Seller guarantees the training of its technicians, to ensure that they respect the applicable safety and health standards and use the correct tools to perform their job safely.

12. Training

In the machine sales contract, a number of unique training vouchers can be included. With those training vouchers, the Buyer's technical personnel can subscribe to the training courses organized on a regular basis at the Seller's training centers or at the Buyer's plant.

More information concerning the available training courses, the number of training vouchers required, the professional fees associated with each training course, the location of Seller's training centers and the available languages can be found on 'www.picanol.be'.

Training vouchers have to be used within the first year after date of the delivery of the machines and are not refundable. They cannot be used for installation and/or service interventions.

The Seller highly recommends the Buyer to follow a basic training course. It is in any event the Buyer's responsibility that its personnel is informed about and implements the conditions set out in the Contract, Customer Technical Guide and manuals when installing, starting up, operating, using and maintaining the Picanol machine (see also article 11.7 of Picanol's General Conditions of Sale and Delivery).

The Buyer waives all non-contractual claims against the representatives of the Seller, including but not limited to its employees and directors.

13. Seller's liability

The Seller shall be liable only for direct loss and damage suffered by the Buyer by reason of any negligence or lack of diligence of the Seller or his technicians in the performance of the work. Under no circumstances is the Seller liable on any legal grounds for operational interruption, loss of production, loss or recall of products manufactured with Seller's good or any damage caused by such products, cost of business interruption, loss of profits, loss of revenues, loss of goodwill or clients, reputational damage, third party claims or any other form of indirect or consequential loss.

Unless otherwise agreed upon in writing, the total liability of the Seller for all claims in relation to the installation, start-up works and training, on whatever legal grounds, shall not exceed the total sum that is due and has been paid by the Buyer under clause 2 of these General Conditions of Installation, Start-up and Training.

The Seller shall not be liable for any claim submitted more than six months after completion of the work.

14. Force majeure

Either party shall be entitled to suspend performance of his obligations under these General Conditions of Installation, Start-Up and Training to the extent that such performance is impeded or made unreasonably onerous by circumstances of force majeure, such as labour disputes, declared or undeclared war, fire, mobilisation, requisition, embargo, insurrection, seizure, restrictions of use of energy, defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this clause

The party claiming to be affected by force majeure shall notify the other party in writing without delay on the occurrence and on the cessation of such circumstance. If force majeure prevents the Buyer from fulfilling his obligations, he shall compensate the Seller for expenses incurred in securing and protecting the works.

Either party shall be entitled to terminate the installation, start-up works and training by notice in writing to the other party if performance of the works is suspended under this clause for more than six months.

15. Disputes

All our Contracts and works are governed by Belgian law. In the event of disputes the courts of Leper, Belgium, shall alone have jurisdiction, notwithstanding the right of the Seller to bring a dispute before a competent court in the country of the Buyer or in any other country or to request a settlement by one or more arbitrators appointed under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.