

See Telecom s.r.l.

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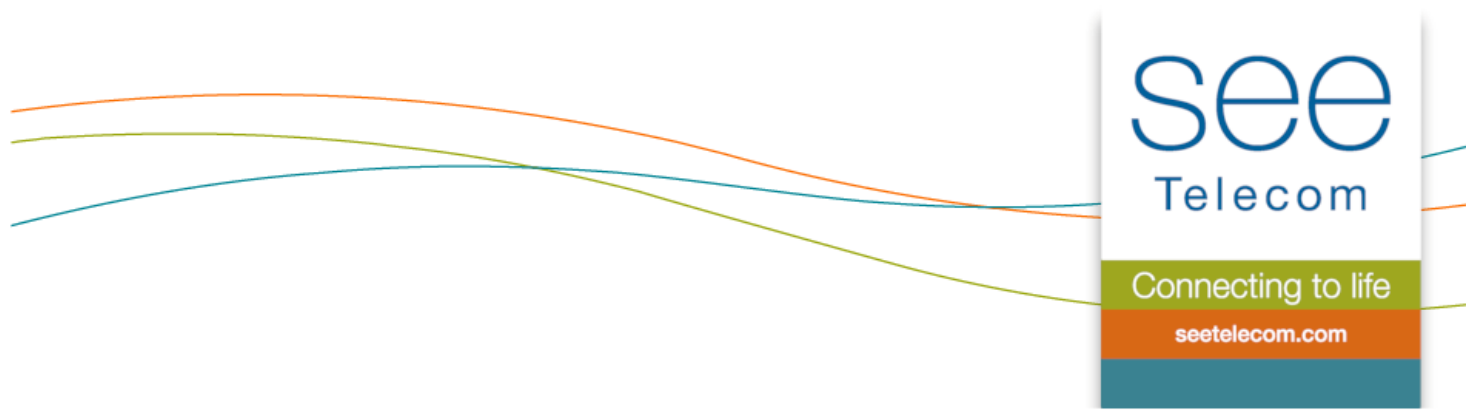
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RPM Nivelles Belgium – VAT BE0412 722 528

GENERAL SALES CONDITIONS

IN FORCE FROM THE 1st OF JULY 2020



1 Introduction

- 1.1 These general terms and conditions apply to all commercial offers and orders placed on or after the first day of application until a revision, which would cancel and replace these terms, is published.
- 1.2 These general terms and conditions shall be deemed to be applicable, subject to such modifications as may be mutually agreed upon by the two parties by express agreement in writing at the time the contract is drawn up.

2 Conclusion of an agreement

- 2.1 Agreement shall be deemed to have been reached when, after receiving an order, the seller receives written confirmation that the order is to be processed, within the buyer's stipulated deadline if applicable.
- 2.2 If when submitting an offer the seller imposes a deadline for the acceptance thereof, agreement shall be deemed to have been reached when the buyer has confirmed the acceptance of the offer in writing prior to the expiry of that deadline, it being understood that no agreement shall be deemed to have been concluded if such confirmation has not been received within a week after the expiry of said deadline.
- 2.3 Alterations made to the seller's offer shall only be valid if confirmed in writing. All orders processed via an intermediary must be confirmed directly by the seller to the buyer.

3 Drawings and descriptions

- 3.1 Weights, dimensions, capacities, and other details included in catalogues, prospectuses, circulars, advertisements, images and price lists shall be deemed to have the status of further details. These data shall only be binding insofar as the agreement specifically refers thereto.
- 3.2 Any drawings and technical descriptions provided to the buyer either before or after agreement has been reached and, on the basis, whereof whole or partial manufacture is rendered possible, shall remain the exclusive property of the seller. The buyer may not use, copy, or reproduce such drawings or technical descriptions, nor pass them on to third parties or acquaint third parties with them without the permission of the seller. However, they are the property of the buyer if:
 - a) this has been expressly agreed, or
 - b) they relate to a distinct development agreement preceding the implementing agreement in which the seller did not reserve the associated property rights.
- 3.3 Any drawings and technical descriptions provided by the buyer to the seller either before or after agreement has been reached and, on the basis, whereof whole or partial manufacture is rendered possible, shall remain the exclusive property of the buyer. The seller may not use, copy, or reproduce these drawings or technical descriptions, pass them on to third parties or acquaint third parties with them without the permission of the buyer.

4 Packaging

- 4.1 Unless otherwise agreed, prices shall be understood to correspond to unpackaged goods. Packaging is invoiced separately.

5 Monitoring

- 5.1 Both during the manufacturing process and following the completion of the work, the buyer shall be entitled to ask its relevant authorised representatives to monitor and verify the quality of both the equipment and the components used. Such monitoring and verification shall be performed during normal working hours at the place of work once a date and time has been agreed in advance with the seller. Any costs arising from the investigation or from the intervention by a monitoring or inspection body are to be borne by the buyer.

6 Transfer of risk

- 6.1 The sale and definitive delivery of the goods shall take place at the factory of the seller, even if they must be shipped franco.
- 6.2 The seller must inform the buyer in writing of the date on which the buyer is to take delivery of the goods. The buyer must be informed in sufficient time to be able to take the appropriate measures.
- 6.3 If the seller has acted to provide the buyer with wagons or some other means of transport or to simplify customs formalities, he cannot be held liable in this connection, and any costs arising shall be charged at cost price.
- 6.4 The goods shall be shipped at the buyer's own risk.

7 Reservation of title (Valid for all countries except Germany)

- 7.1 The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and repossess the goods at any time prior thereto.
- 7.2 As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security.
- 7.3 Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto.
- 7.4 In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.

8 Reservation of title (Valid for Germany)

- 8.1 Bis zur vollen Bezahlung sämtlicher, auch der zukünftigen Forderungen des Verkäufers gegen den Käufer, gleich aus welchem Rechtsgrund, insbesondere auch der Saldoforderung auslaufender Rechnung, sowie bis zur Einlösung der dafür hingegebenen Wechsel und Schecks, bleibt die Ware Eigentum des Verkäufers.
- 8.2 Ein Eigentumserwerb des Käufers gem. § 950 BGB im Falle der Be- oder Verarbeitung der Vorbehaltsware zu einer neuen Sache ist ausgeschlossen. Be- und Verarbeitung der Vorbehaltsware erfolgen durch den Käufer für den Verkäufer.
- 8.3 Bei Verarbeitung mit anderen, nicht dem Verkäufer gehörenden Waren durch den Käufer steht dem Verkäufer das Miteigentum an der neuen Sache zu im Verhältnis des Rechnungswertes der Vorbehaltsware zu den Rechnungswerten der anderen verarbeiteten Waren. Erwirbt im Falle der Verbindung oder Vermischung der Vorbehaltsware mit anderen Waren der Käufer das Alleineigentum nach §§ 947 Abs. 2, 948 BGB, so wird bereits jetzt vereinbart, dass das Eigentumsrecht des Käufers an der einheitlichen Sache bzw. an dem vermischten Bestand im Verhältnis des Rechnungswertes der Vorbehaltsware zu den Rechnungswerten der anderen enthaltenen Waren auf den Verkäufer übergeht und dass der Käufer diese Sachen unentgeltlich für den Verkäufer verwahrt. Für die aus der Verarbeitung, Verbindung oder Vermischung entstehenden Sachen gilt sonst das gleiche wie bei Vorbehaltsware. Sie gelten als Vorbehaltsware im Sinne dieser Bedingungen.
- 8.4 Der Käufer darf die Vorbehaltsware nur im Rahmen seines ordnungsgemäßen Geschäftsbetriebes veräußern. Er ist zur Weiterveräußerung der Vorbehaltsware nur mit der Maßgabe berechtigt und ermächtigt, dass die Forderungen aus der Weiterveräußerung, wie nachfolgend vorgesehen, auf den Verkäufer übergehen. Zu anderen Verfügungen über die Vorbehaltsware ist der Käufer nicht berechtigt. Insbesondere darf er die Vorbehaltsware nicht verpfänden oder zur Sicherheit übereignen.

- 8.5 Die Forderungen des Käufers aus dem Weiterverkauf der Vorbehaltsware werden bereits jetzt an den Verkäufer abgetreten, und zwar gleich, ob die Vorbehaltsware ohne oder nach Verarbeitung, Vermischung oder Verbindung und ob sie an einen oder mehrere Abnehmer verkauft wird.
- 8.6 Wird die Vorbehaltsware vom Käufer zusammen mit anderen, nicht dem Verkäufer gehörenden Waren verkauft oder wird die Vorbehaltsware nach Verarbeitung, Verbindung oder Vermischung mit dem Verkäufer nicht gehörenden Waren verkauft, so gilt die Abtretung der Kaufpreisforderung nur in Höhe des Rechnungswertes der Vorbehaltsware, die mit den anderen Waren Gegenstand dieses Kaufvertrages oder Teil des Kaufgegenstandes ist.
- 8.7 Wird die Vorbehaltsware vom Käufer zur Erfüllung eines Werk- oder Werklieferungsvertrages verwandt, so wird die Forderung aus dem Werk- oder Werklieferungsvertrag im gleichen Umfang im Voraus and den Verkäufer abgetreten, wie es in Absatz 5 und 6 bestimmt ist. Pfändungen und andere Eingriffe Dritter, durch welche die auf dem Eigentumsvorbehalt beruhenden Rechte des Verkäufers beeinträchtigt werden, hat der Käufer dem Verkäufer unverzüglich mitzuteilen.
- 8.8 Der Käufer hat die Vorbehaltsware gegen Feuer und Diebstahl zu versichern und dies dem Verkäufer auf Verlangen nachzuweisen. Der Käufer tritt seine eventuellen Versicherungsansprüche wegen Beschädigung, Zerstörung oder Diebstahls der Vorbehaltsware bereits jetzt an den Verkäufer ab, allerdings im Falle der Verarbeitung, Verbindung, Vermischung mit fremder Ware nur in Höhe des Eigentumsanteils des Verkäufers an der Vorbehaltsware.
- 8.9 Der Käufer ist ermächtigt, die abgetretenen Forderungen bis auf jederzeitigen Widerruf einzuziehen. Zur Abtretung dieser Forderungen ist er nicht befugt. Der Verkäufer wird von dem Widerrufsrecht keinen Gebrauch machen, solange der Käufer seinen Zahlungsverpflichtungen ordnungsgemäß nachkommt. Auf Verlangen des Verkäufers hat der Käufer seine Abnehmer von der Abtretung an den Verkäufer zu unterrichten und dem Verkäufer die zur Einziehung der Forderungen erforderlichen Auskünfte und Unterlagen zu geben.
- 8.10 Die Berechtigung des Käufers zur Verarbeitung, Verbindung, Vermischung oder Veräußerung von Vorbehaltsware sowie die Ermächtigung zur Einziehung der abgetretenen Forderungen erlöschen in jedem Falle mit der Zahlungseinstellung des Käufers.
- 8.11 Der Verkäufer verpflichtet sich, die ihm nach den vorstehenden Bestimmungen zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als ihr Wert die zu sichernden Forderungen um mehr als 20% übersteigt. Es bleibt der Wahl des Verkäufers vorbehalten, welche Sicherheiten er freigeben will.
- 8.12 Soweit die vorstehenden Bedingungen über den Eigentumsvorbehalt mit den übrigen Geschäftsbedingungen des Verkäufers nicht in Einklang stehen, gelten ausschließlich die vorstehenden Bedingungen. Sollte eine der vorstehenden Bestimmungen nichtig sein, so wird die Gültigkeit der übrigen Bestimmungen hiervon nicht berührt.

9 Delivery periods

- 9.1 Unless otherwise agreed, the delivery time shall commence on whichever of the following dates is the later:
- a) the day on which the agreement is reached (see Article 2);
 - b) the day on which the seller receives an instalment of the payment due, if it was stipulated in the agreement that an instalment would be paid prior to the start of production.
- 9.2 Unless otherwise agreed, the delivery times laid down in the agreement shall be estimates only. Delays shall not entitle the buyer to terminate the contract or claim any compensation.
- 9.3 Even if the buyer does not take delivery of the goods when they are made available to him by the seller, he may nonetheless not postpone the date normally set for the payment associated with the delivery.
- The seller shall store the goods at the expense and risk of the buyer. Should the buyer so request, the seller shall organise arrange to have the goods insured on behalf of the buyer.

10 Payment

- 10.1 All payments shall be made in EUR or in the currency stipulated in the agreement. All payments shall be calculated net and excluding discounts.
- 10.2 Prices shall be calculated based on the current market value of raw materials, wages and social charges. Unless stated otherwise, the prices shall be revised using the price-revision formula annexed to these general conditions of sale.
- 10.3 Unless otherwise agreed, invoices must be settled within 30 days, starting from the day following that:
- on which the buyer receives the invoice or similar request for payment; or
 - on which the goods or services are received, if the date on which the invoice or similar request for payment is received has not been specified or if the buyer receives the invoice or similar request for payment before receiving the goods or services; or
 - on which the approval or inspection of the goods or services takes place with a view to verifying whether they comply with what has been agreed, if the law or agreement in question makes provision for such an approval or inspection procedure and if the buyer receives the invoice or similar request for payment on or prior to the date on which the goods or services are approved or inspected.

When the buyer does not pay within the agreed payment period, or failing this, within the legal payment period, the seller is entitled, as of the following day, ipso jure and without notice, to the payment of a late payment interest corresponding to the legal interest rate applicable in commercial transactions published by the Federal Public Finance Service of the Kingdom of Belgium, calculated on the entire receivable due.

When the buyer does not pay within the agreed payment period or, failing this, within the legal payment period, the seller is also entitled, without prejudice to his right to reimbursement of legal costs in accordance with the provisions of the Code claim from the buyer reasonable compensation for all relevant collection costs incurred as a result of late payment.

The fact that interest is charged does not mean that payments cannot be demanded on the due date.

- 10.4 All current and future taxes, additional levies and costs, regardless of their nature, related to the sale, are at the expense of the purchaser.

11 Financial guarantees

- 11.1 Should it transpire after agreement has been reached but before payment has been settled in full that the buyer is experiencing credit difficulties or should the buyer's creditworthiness diminish, especially in the following cases: requests for payment deadlines, protests, seizure of all or part of the buyer's goods at the request of a creditor, delay in social security payments and so forth, the seller reserves the right to demand the guarantee he deems necessary to ensure proper fulfilment of the relevant obligations, even after delivery of the goods. No letter of formal notice is required for this purpose.

12 Termination clause

- 12.1 Should an invoice not have been settled by the due date or should Article 11 have to be applied, the agreement shall be legally dissolved by the seller declaring his intention so to do in a registered letter without requiring any prior letter of formal notice.

In this case, the seller shall be entitled to retake possession of the delivered goods without the need for intervention by the courts. In addition, the buyer shall be liable for compensation totalling 15% of the price, with a minimum of € 500.

13 Approval

13.1 The materials will be expected to be approved by the Customer 10 calendar days at the latest after delivery under penalty of foreclosure unless a specific claim is notified before the expiry of this period by a registered letter. The approval will cover all apparent defects, that is to say, all those that could be detected by the Customer at the time of delivery or within 10 calendar days that followed by careful and serious control, including those relating to the characteristics and operation of the equipment.

14 Warranty

14.1 The seller undertakes to remedy any undeniable hidden faults (with the goods themselves) that have not been caused by force majeure or faulty handling or other by either the buyer or a third party, by replacing or repairing the goods in question.

This obligation shall only apply to faults that become apparent within one year after the goods have been brought into circulation. This will be assumed to have happened by 30 days after the goods have been made available in the factories if the delivery was made in Belgium and 45 days if the delivery was made abroad.

The replaced components shall be the property of the seller. These items shall be returned at the cost of the buyer.

14.2 The seller shall not be obliged to provide any warranty or compensation other than that which is stipulated in the point 14.1. In particular, the seller shall not be obliged to provide any kind of compensation for potential damage to commercially used goods or for loss related to the professional activity of the buyer or the people for which the buyer is responsible under article 1384 of the Civil Code.

14.3 At the same time, the seller shall not be obliged to provide compensation for this damage, based on reasons not included in the contract.

With respect to bodily harm and damage caused to private property, the seller shall not be obliged to provide compensation if:

- a) there is no proof that the faults were present at the time when the goods were brought into circulation;
- b) given the state of scientific and technological knowledge it was not possible for the seller to know about the presence of the faults;
- c) the faults in question are attributable to the design of the item in which the goods are incorporated or result from instructions issued by the buyer;
- d) the damage is the fault of the buyer, the injured person or somebody under the charge of the injured person (e.g. incorrect manoeuvres, faulty operation, modifications made by the buyer or third parties, and so forth);
- e) the faults result from the conformity of the goods with binding regulations issued by public authorities;
- f) the damage is caused by a lack of maintenance or maintenance carried out at odds with the maintenance manual or maintenance instructions drawn up by the manufacturer;
- g) the damage results from action taken by a third party not approved by the manufacturer.

14.4 The buyer shall protect the seller against any claims or demands that third parties could make against the seller on the basis of damage as defined in the point 14.3.

Should the product have been manufactured in accordance with a design provided by the buyer, in all cases, the guarantee shall be limited to a strict execution of the item in accordance with the specifications of that design.

15 Assembly

15.1 Assembly is not included in the agreement under any circumstances. However, the seller may, under certain circumstances, agree to provide these services at the buyer's request. That being the case, work performed by the workers or engineers shall be at the expense of the buyer.

15.2 The buyer must provide all assistance, equipment and materials required for assembly at his own expense.

16 Mitigating circumstances

16.1 Mitigating circumstances arising after the conclusion of the agreement and preventing the implementation thereof shall be deemed to include: industrial disputes and any other circumstances such as fire, mobilization, seizure, embargo, the prohibition of currency transfers, rebellion, a shortage of transport, a general shortage of raw materials, restrictions imposed on energy consumption, provided that such other circumstances occur beyond the control of the parties.

16.2 The party citing the occurrence of such aforementioned circumstances must immediately inform the other party in writing of their onset and termination.

16.3 Should one of the aforementioned set of circumstances arise, the buyer and seller shall both be free of any liability.

17 Specific clauses applicable only in Belgium

17.1 In accordance with Article 39, §1, and Article 42, §1 of the law of 13 June 2005 of the Moniteur Belge on electronic communications:

(a) the buyer guarantees that he is in possession of a written authorization (license) issued by the Belgian Institute for Postal Services and Telecommunications (BIPT) to hold a radiocommunication device (radio equipment) by sending a copy of the document to the seller; this shipment must be done spontaneously and no reminder will be sent by the seller;

(b) the seller reserves the right to refuse any sale, lease, loan or donation of a private transmitting device and / or radio receiver to anyone unable to produce a copy of the license;

(c) the seller will not assume that the buyer has no license to hold such a device at the time of purchase or at the time of use.

18 Staff poaching

18.1 The customer declares that he does not want to hire See Telecom staff directly or indirectly during the period of the contract between the two parties, increased by one year. In the event of a violation, the Customer will be liable as a matter of right for compensation equivalent to one year of the gross salary of each person concerned, which may not be less than EUR 50,000 per person concerned.

19 Applicable law

19.1 The agreement is governed by Belgian law unless the parties decided otherwise.

20 Competent court

20.1 In the event of a dispute, the courts of Nivelles (Belgium) shall have exclusive jurisdiction.

21 Language

21.1 All written, oral or court correspondence shall be in French only.