



General Conditions for the Delivery of Good and Services

Parker Hannifin Belux Branch

1. General

1.1. These terms and conditions apply to all sale documents of Parker Hannifin Belux Branch ("**Parker**"), including quotations, order confirmations and agreements for the supply by Parker of goods sold by Parker ("**Goods**") including software related to the Goods, whether embedded or separately downloaded ("**Software**"), and/or services provided by Parker ("**Services**") to a customer ("**Customer**").

1.2. All quotations made by Parker in whatever form are without obligation. Only order confirmations submitted by Parker shall be binding to Parker. Any quotations are given without commitment and no agreement is concluded unless and until Parker has confirmed an order in writing. Any Customer's general conditions of purchase are not applicable between the parties, even not if Customers includes such reference into its letterhead, requests for quotation or otherwise and whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce. Quotations shall be valid for a period of 30 (thirty) days from the date of issue or (if different) the period specified in the quotation itself.

1.3. Prices, technical information and delivery times stated in brochures and in the context of a quotation are determined as precisely as possible. These details are only binding where Parker confirms them in writing.

1.4. An agreement shall only concluded after a written confirmation of an order by Parker. The commencement of the actual performance of that agreement is deemed to be such confirmation, unless such performance is carried out under reservations.

1.5. Where these terms and conditions mention the Customer, this refers to the natural person or legal entity concluding one or more agreements with Parker for the supply of Goods and/or Services by Parker.

1.6. Any cancellation of the order by Customer shall be done in writing. Such cancellation shall only be valid when Parker has accepted it in writing. In the event of cancellation the Customer shall pay a fixed fee of 10% of the price of the order, subject to the right of Parker to evidence its actual damage which might be higher. This fee covers the costs and possible loss of profits.

2. Prices

2.1. Unless stated otherwise in the order confirmation, the prices are in euro (EUR) and are exclusive of VAT, other taxes, official levies and duties, packaging costs, postal and freight costs, other shipping and handling expenses, insurance, custom duties, and any related interest, penalty, fine or other amount which will be payable by the Customer in addition to the prices in respect of Goods or Services, as the case may be, and which shall be shown as a separate line item on the invoice or invoiced separately. The rate and

the amount of VAT shall be shown separately on the invoice. The Buyer's attention is drawn particularly to the fact that prices set out in quotations of Parker are without obligation.

2.2. If one or more of the price factors is subject to an increase (even where this is the result of foreseeable circumstances) after the date of an offer, Parker has the right at all times, even after the agreement has been concluded but the Goods or Services have not yet been delivered, either to increase the agreed price accordingly or to declare the agreement dissolved in whole or in part without the intervention of the courts, without the Customer having any right to compensation of any kind. In case of a price increase, the Customer shall have the right to cancel the agreement within 8 business days after Parker's notification.

2.3. Unless expressly stated otherwise, quoted prices do not include costs of assembly and/or testing and/or putting into operation.

3. Payment

3.1. Payment is to be made exclusively at the establishment or branch of Parker with which the agreement was concluded.

3.2. Unless agreed otherwise in writing, invoices are to be paid net within 30 (thirty) days of date of invoice, with no right of deduction or set-off.

3.3. In the event of non-payment the price due will be increased with 10 % which corresponds to the inconvenience suffered by Parker and with the administration costs made in this respect, subject to the right of Parker to evidence its actual damage which might be higher. Furthermore, an interest is due in accordance with the law of August 2, 2002 regarding the prevention of arrears in payments in commercial dealings. These increases are due without any warning being required. Such interests shall be calculated as per each first day of the month in which the non-payment occurs.

3.4. Parker reserves the right to require advance payment or the provision of securities for first or subsequent deliveries if there is any doubt regarding the Customer's creditworthiness or for other business reasons. If the requested advance payment is not provided and/or the securities requested are not provided to the satisfaction of Parker, Parker reserves the right to suspend performance of the agreement or to declare the agreement dissolved in whole or in part without the intervention of the courts and without prejudice to other rights of Parker, including the right to full compensation, without any obligation on Parker to provide compensation of any kind. Parker may revoke or shorten any payment periods previously granted if in the opinion of Parker this is justified in the given circumstances.

3.5. The Customer does not have the right to suspend payment under any circumstances.

3.6. On the expiry of the payment period the Customer is



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placed in default by operation of law and the claim of Parker becomes immediately due and payable. If the Customer has failed to perform any obligation towards Parker or has failed to do so fully or on time, or if the Customer has applied for reorganisation by the court, has been declared bankrupt or in compulsory liquidation, or has adopted a resolution for liquidation, the Customer is in default by operation of law and all claims of Parker become immediately due and payable. The Customer is liable to pay interest in accordance with the law of August 2, 2002 regarding the prevention of arrears in payments in commercial dealings from the date that he is in default, without prejudice to his other obligations. All legal and extrajudicial costs, including the costs of legal assistance, are for the Customer's account. The legal and extrajudicial costs will amount to at least 10% of the invoice amount.

4. Delivery and Delivery date

4.1. Unless otherwise agreed upon between the parties, the applicable delivery term shall be CPT Incoterms® 2020, with the place of delivery (transfer of risk) and the agreed named place of destination of the Goods further specified under clause 8.1.

4.2. Parker reserves the right to perform orders for the supply of Goods and/or Services in parts and invoice these part deliveries separately.

4.3. Delivery dates, times and schedules are without obligation if and in as much as Parker has not expressly agreed them as being binding. In the latter case, in the event of a delay which is attributable to Parker, Parker will, unless otherwise agreed upon in writing, only be liable for the loss demonstrably suffered by the Customer up to a maximum of 5% (five percent) of the invoice value of the Goods or Services delivered late.

4.4. Failure to meet an explicitly agreed upon binding delivery date - for whatever reason - does not give the Customer any right of non-performance and/or right to suspend its obligations towards Parker.

5. Force Majeure

5.1. War, interruptions to business of Parker or its suppliers' businesses, strikes, lockouts, lack of basic materials, interruptions to transport, official measures, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies and all other instances of force majeure effecting Parker, its suppliers and/or its carriers release Parker from its delivery obligations and any liability for compensation of eventual damages for the duration of the disturbance or obstacle and to the extent of its consequences. Force majeure in the meaning of these general terms and conditions means any circumstance beyond control of Parker that permanently or temporarily hinders performance of the agreement, even where that circumstance was already foreseen when the agreement was concluded.

5.2. The Customer shall only be entitled to withdraw from the contract where the agreed delivery time exceeds the

duration of a force majeure event by more than 10 weeks. Before that, the Customer is only permitted to withdraw, if Parker has informed the Customer in writing that it is not able to make the delivery. If at the end of this period the further performance of the agreement places an unreasonably onerous burden on either party, the party in question has the right to declare in writing within a period of 8 (eight) days that the agreement is partially or completely dissolved without the other party being entitled to any damages.

5.3 Customer shall not be entitled to order cancellation following the issuance of a unilateral production stop not initiated by government decision.

6. Warranty

6.1. Subject to the restrictions stated in these terms and conditions, Parker warrants that the Goods supplied by Parker are free from defects in material or workmanship. With regard to Services, Parker warrants only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. Software is only warranted to perform in accordance with applicable specifications provided by Parker to Customer. The warranty with regard to the Goods supplied by Parker expires 12 (twelve) months after delivery and the warranty with regard to Services expires 6 (six) months after the performance of the Services. The warranty with regard to the Software expires 90 (ninety) days from the date of delivery or, when downloaded by Customer or end-user, from the date of the initial download. Except as expressly provided in these terms and conditions, Parker disclaims all other warranties, express and implied, including but not limited to design, merchantability and fitness for a particular purpose.

6.2. The warranty under clause 6.1 applies only to the Customer, provided that he has met all his obligations towards Parker. It is not extended to subsequent purchasers or other third parties.

6.3. Parker is liable under the warranty under clause 6.1 only for defects that can be shown by the Customer to have appeared during the warranty period.

6.4. The Customer shall inspect the Goods on defects immediately upon delivery. Any defects must be notified in writing as quickly as possible. Defects that can be perceived externally must be notified within 14 (fourteen) days after delivery; defects that cannot be perceived externally must be notified without delay and at latest before the end of the warranty period. All claims against Parker in respect of the defects in question lapse on the expiry of the relevant warranty period.

6.5. The only obligation of Parker under this warranty is to repair or replace the defective Good or to grant a reduction in its price, at its discretion. Replacement does not extend beyond sending a new item free of charge and carriage paid. Repairs are carried out at Parker's discretion either on

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the Customer's premises or free of charge or at the original place of delivery; in the latter case the Goods are to be sent to the original place of delivery at the Customer's expense.

6.6. This warranty does not apply if the delivered Goods or any part of them have been misused, improperly used, neglected or not maintained in accordance with instructions or are damaged, or if the Customer has carried out any work on the delivered Goods or has had such work carried out by a third party without the express prior permission of Parker.

6.7 The Customer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The Customer must analyze all aspects of the application and follow applicable industry standards, specifications and other technical information provided with the Goods. If Parker provides Good options based upon data or specifications provided by the Customer, the Customer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. In the event the Customer is not the end-user, Customer will ensure such end-user complies with this clause.

7. Liability

7.1. The liability of Parker is expressly limited to compliance with the undertakings of Parker under the above warranty provisions. All further claims on whatever grounds and to whatever effect, including claims for compensation for consequential loss or damage claims whether special, incidental, exemplary or otherwise, including, but not limited to, lost profits and lost turnover, are excluded. Specifically, Parker is not liable for costs, losses and interest payments that may arise as the direct or indirect consequence of:

- (a) infringement of patents, licences or other third-party rights in consequence of the use of information provided by or on behalf of the Customer;
- (b) acts or omissions by Parker, its subordinates or other natural persons or legal entities brought in by Parker or on its behalf for the performance of the agreement concluded with Parker;
- (c) late delivery after the delivery time, without prejudice to the provisions in clause 4.

7.2. The Customer is obliged to compensate Parker for all costs, losses and interest payments that may arise for Parker as the direct or indirect consequence of any legal action brought against Parker by third parties in respect of the performance of the agreement. The Customer indemnifies Parker against any such third-party claims.

7.3. The above limitations of our liability and the above indemnification obligations are also agreed in favour of our employees and other vicarious agents used by Parker in the

performance of the agreement.

8. Transfer of risk and Transfer of ownership

8.1. Unless otherwise agreed upon between the contracting parties, Parker bears the risk of loss or damage until the Goods are delivered to the first carrier at Parker's "Ship From" facility. Carriage of Goods shall be arranged by Parker to the named place of destination ("Ship To") and the freight cost and other shipping and handling expenses as referenced in clause 2.1 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Goods. Both "Ship From" and "Ship To" locations are referenced on, amongst others, the order acknowledgement issued by Parker.

8.2. In the event of international transport of Goods it is the Customer's duty to comply with the necessary conditions, such as furnishing Parker with its national VAT registration number and/or proof of transport.

8.3. Notwithstanding the provisions in the previous paragraph and in clause 4.4, ownership of the Goods does not pass to the Customer until the latter has met all its financial obligations towards Parker, including those arising under any other agreements for the supply of Goods and/or Services. However, the Customer is entitled to use the Goods in the normal course of its business. It is obliged to inform Parker without delay if third parties assert rights to Goods that are still property of Parker. Further, in the cases referred to in clause 3.3 Parker is irrevocably empowered to remove the Goods that remain the property of Parker from the place where they are located, or to have them removed from that place. Parker has the right either to retain the Goods in its keeping until the amount owed has been settled in full together with any interest, costs and compensation, or to sell the Goods to third parties; in the latter case the net proceeds will be deducted from the total owed by the Customer.

8.4. The retention of title referred to in clause 8.3 extends to components or other items supplied by Parker to the Customer or replaced on the Customer's behalf.

9. Technical details/Inspection/Acceptance

9.1 The Customer acknowledges that the correctness of the technical information provided to Parker by him is critically important for the proper performance of the agreement by Parker. The Customer warrants the correctness of that technical information and also warrants to provide Parker with all technical and safety instructions and other instructions that may be necessary for the proper performance of the agreement.

9.2. The Customer has the right to inspect the Goods within 7 (seven) days after delivery for their compliance with the agreed specifications.

9.3. If the agreed specifications have not been met, Parker is obliged under clause 6.1 to bring the Goods in question into accordance with the agreed specifications. As soon as the Goods are in accordance with the agreed specifications,

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the Customer is obliged to accept them and to purchase them from Parker. If the Customer does not carry out inspections, the Goods shall be deemed to comply with the agreed specifications and therefore to have been accepted by the Customer.

9.4. Unless expressly agreed otherwise in writing, the obligations of Parker do not involve:

- (a) the performance of the inspections or tests;
- (b) the provision of operational training courses on the components and/or systems supplied;
- (c) compliance with the safety regulations that apply within the Customer's company;
- (d) the compilation of a maintenance and replacement schedule for the components and/or systems supplied.

10. Software, rights of usage and processing, property rights

10.1. All titles and intellectual property rights to software contained in tools, equipment and other materials developed or provided by Parker to the Customers, as well as all titles and intellectual property rights concerning the tools, equipment or other materials developed or provided by Parker to the Customer, including analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by Parker, its licensors and/or its suppliers. The Customer shall only acquire the rights of use expressly granted in these terms and conditions and the agreement. Any other or more extensive right of the Customer to use or reproduce software or other materials is excluded. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.

10.2 The software of Parker is not intended for private or personal use. It may only be installed and/or used by qualified personnel who are familiar with the installation and warning instructions of Parker. Parker does not warrant that the software is error-free or fault-free or fault-tolerant, or that Customer's use thereof will be secure or uninterrupted. Customer agrees and acknowledges that the software shall not be used in connection with hazardous or high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Any incorrect installation and/or usage of the software by the Customer may cause the software to malfunction and/or may cause damage to plant and/or machinery or people. Where software defects are caused by the Customer's failure to observe the installation and warning instructions of Parker and/or the Customer's improper use of the software, these shall not be covered by the warranty obligation of Parker. Equally, Parker accepts no liability for consequential losses resulting there from. This shall apply in particular with regard to any damage suffered by the software and/or consequential damage caused to machinery, plant, other products or people by the defective software. Parker retains ownership of all software supplied to Customer hereunder

and in no event shall Customer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software. 10.3.

Insofar as Parker manufactures Goods based on an order from the Customer and in keeping with his instructions and guidelines and delivers these to the Customer, the Customer shall be liable to Parker with regard to ensuring that the deliveries and Services ordered do not violate any (intellectual property) rights of any third party. In this respect the Customer shall indemnify Parker against any such third-party claims and will hold Parker harmless for any damages and/or losses resulting there from.

10.4. Where Parker makes tools, drafts, installation suggestions or other drawings and documentation available to the Customer together with the Goods, the Customer shall only be entitled to use these items within the scope of the agreement; he shall in particular not be entitled to reproduce such items or make them available to third parties.

10.5. Unless expressly agreed upon in the agreement, the Customer may not reproduce or alter the software, manuals or other materials as mentioned in clause 10.1 provided to him by Parker or make them available to third parties in any way. Parker gives no warranty and accept no liability for the software where and insofar as it has been altered or improperly installed or used by the Customer.

10.6 The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual property rights from the software, databases, equipment or materials.

11. Data protection. Non-Disclosure. Compliance

11.1. Parker shall store and process all personal data relating to the Customer observing the provisions of the Belgian data protection rules.

11.2. Unless otherwise expressly agreed in writing, all information to which the Customer is made privy within the scope of the contractual relationship with Parker shall be treated as confidential. The Customer warrants that it will not disclose such information to any third party without our prior written consent, unless this concerns employees of the Customer that need to have access to such information, provided that such employees are bound by an identical confidentiality obligation. The Customer warrants that its employees are bound by such confidentiality obligation.

11.3. Confidentiality shall not apply to such information

- (a) of which the Customer can verifiably demonstrate that it was already aware prior to disclosure provided that it informs Parker immediately upon receipt of respective information;
- (b) which at the time of its disclosure was already in the public domain or publicly accessible, or entered the public



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domain or became publicly accessible after disclosure without any violation of this agreement on the part of the Customer;

(c) that the Customer shall receive from third parties provided that this information does not form part of a non-disclosure agreement with Parker and such third parties;

(d) the disclosure of which to third parties has been approved by Parker in advance in writing; or

(e) the disclosure of which the Customer is obliged either under legislation or by court order or by qualified official directive.

11.4. The obligation to observe confidentiality shall also apply after the contractual relationship has ended for an indefinite period of time.

11.5 Customer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which Customer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("**Export Laws**"). Customer agrees to indemnify, defend, and hold harmless Parker from the consequences of any violation of such provisions by Customer, its employees or agents. Customer acknowledges that it is familiar with the applicable anti-corruption laws and Export Laws, and certifies that Customer will adhere to the requirements thereof and not take any action that may cause Parker to be in violation of any such law or requirement. In particular, Customer represents and agrees that Customer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Parker. Customer further represents and agrees that it will not receive, use, service, transfer or ship any Good from Parker in a manner or for a purpose that violates Export Laws or causes Parker to be in violation of Export Laws.

12. General Provision

If one or more provisions of the agreement with the Customer should prove not to be legally valid, the remaining provisions of the agreement will continue to apply in full. In such a case, any invalid provisions will be replaced by legally valid provisions that approximate as closely as possible to the parties' intentions and the economic result intended by them.

13. Place of payment/Competent courts/Applicable law

13.1. Except for the delivery obligation that is performed on the location as stated in the order confirmation, the place at which all obligations may be performed is the location of

establishment or branch of Parker with which the agreement has been concluded. Obligations regarding the performance of Services in respect of design, consultancy etc. are deemed to have been performed at the location of establishment or branch of Parker with which the agreement has been concluded if the instructions for such performance are delivered orally there and/or put in writing there.

13.2. In the event of a dispute the competent court is, at the discretion of Parker, the enterprise court of Antwerp – Hasselt Division.

13.3. All disputes that rise from or are related to the agreements concluded with Parker are governed by the laws of Belgium. Where Belgian law makes reference to another law, that reference shall not apply. The United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.