



General Terms and Conditions of Sale – BO-Solutions NV

Effective as of 14 December 2025

Document subject to ISO 9001 revision control

1. Scope of application

1.1 These terms and conditions apply to all quotations, orders and deliveries of BO-Solutions NV to professional customers.

1.2 Any deviation shall be valid only if expressly confirmed in writing by BO-Solutions.

1.3 The purchaser's purchasing conditions shall not apply, even if communicated subsequently.

1.4 In the event of any inconsistency between the quotation, the order confirmation and these terms and conditions, these terms and conditions shall prevail, unless expressly stated otherwise in writing.

1.5 By placing an order or accepting delivery of goods or services, the purchaser fully and unconditionally accepts these terms and conditions, even without signature or explicit reference.

2. Formation of the agreement

2.1 The agreement shall be deemed concluded upon written confirmation of the order by BO-Solutions.

2.2 Quotations are valid for a period of thirty (30) days, unless stated otherwise.

2.3 Any modification or cancellation requested by the purchaser shall be valid only subject to BO-Solutions' prior written approval and may give rise to compensation for costs already incurred, including but not limited to engineering, start-up and reservation of machine capacity.

2.4 In the event of exceptional fluctuations in raw material, energy or transport costs, or in the event of wage indexation, BO-Solutions shall be entitled to adjust the prices proportionally, following written notification to the purchaser.

3. Production, packaging and delivery

3.1 BO-Solutions manufactures and delivers products and components that it produces and/or designs, where applicable in consultation or cooperation with an external design partner.

3.2 Unless agreed otherwise, prices apply to unpackaged goods. Packaging shall be charged separately and is non-returnable.

3.3 Delivery shall take place FCA Roeselare (ICC Incoterms® 2020). The goods shall be collected by the purchaser or its carrier at BO-Solutions' warehouse. From that moment, all risks shall pass entirely to the purchaser. BO-Solutions shall not be liable for any damage occurring during loading, transport or unloading, irrespective of whose personnel performs such operations.

3.4 The purchaser shall be informed in due time of the collection date. In the event of late collection, the goods shall be stored at the purchaser's expense and risk; any additional storage and insurance costs shall be borne by the purchaser.

3.5 Delivery times are indicative only, unless expressly confirmed in writing as binding. Delay shall not entitle the purchaser to compensation or cancellation.

3.6 If the purchaser fails to provide materials, approvals or information in due time, the delivery period shall be automatically extended. Any additional costs – such as reprogramming, machine or

personnel downtime, rescheduling, additional administration or storage – may be charged. Where the order entails additional administrative or documentation obligations outside the normal commercial flow (e.g. traceability, certification, export control or sector-specific requirements, including defence), BO-Solutions shall charge an additional fee based on hours worked at the hourly rate applicable at that time. Such costs shall also be payable if these obligations are imposed or amended after the order has been placed.

3.7 Certain post-processing operations (such as anodising, heat treatment, coating, laser engraving, etc.) may be subcontracted to specialised partners. BO-Solutions shall select such partners with due care; however, execution shall take place under the responsibility of the subcontractor. The confirmed delivery time shall in principle take into account the planned external treatment, but may be extended in the event of delays or additional processing at the subcontractor.

3.8 BO-Solutions shall be entitled to perform partial deliveries and to invoice progressively in accordance with the progress of the order.

3.9 As the products are generally customer-specific or custom-made, any right of withdrawal or free cancellation is excluded once production has commenced or materials have been ordered.

3.10 Any assistance provided by the purchaser's personnel during loading or unloading at BO-Solutions' premises shall take place entirely under the purchaser's responsibility and insurance.

3.11 Change management: any change to drawings, tolerances, material selection, quantities or planning shall, after written confirmation, result in an adjusted delivery time and price.

4. Intellectual property and confidentiality

4.1 All technical documents, 3D models, programs, drawings, measurement reports, know-how and prototypes developed or used by BO-Solutions shall remain its exclusive property, regardless of whether charges have been invoiced.

4.2 The purchaser shall not copy, reproduce, use or disclose such information to third parties without BO-Solutions' prior written consent.

4.3 Documents or components supplied by the purchaser shall remain its property, shall be treated confidentially and shall be used solely for the execution of the order.

4.4 All intellectual property rights to improvements, designs, programming, machining strategies or optimisations arising during or in connection with the order shall remain the property of BO-Solutions, even where they relate to a specific customer part, unless expressly agreed otherwise in writing in advance.

4.5 The purchaser warrants that its plans or drawings do not infringe any third-party rights and shall fully indemnify BO-Solutions against any claims and costs arising therefrom.

4.6 BO-Solutions shall not be liable for the functional performance of products manufactured in accordance with customer drawings or specifications.

4.7 BO-Solutions shall not be liable for errors or deviations resulting from incomplete, damaged or illegible data or components supplied by the purchaser.

4.8 Supplied materials or components shall remain the property and risk of the purchaser. BO-Solutions shall not be liable for loss or damage, except in the event of proven gross negligence. The purchaser shall indemnify BO-Solutions against any third-party claims.

4.9 All exchanged data and documents are confidential; this obligation shall survive termination of the cooperation.

4.10 Tools, fixtures, test setups, CAM programs and CNC post-processors purchased or developed by BO-Solutions shall remain its property, even where the purchaser contributes financially.

5. Retention of title and right of retention

5.1 Delivered goods shall remain the property of BO-Solutions until full payment has been received.

5.2 The purchaser may not resell, process or pledge the goods as long as they remain unpaid.

5.3 In the event of non-payment, BO-Solutions shall be entitled to repossess the goods without judicial intervention.

5.4 BO-Solutions shall have a right of retention over goods and customer materials as long as any amounts remain outstanding.

5.5 Customer materials are processed at the purchaser's risk; BO-Solutions shall only be liable in the event of gross negligence.

5.6 Returns shall only be accepted after prior written authorisation and must be properly packaged and returned at the purchaser's expense and risk.

5.7 In the event of prolonged non-payment or refusal to take delivery, BO-Solutions may, after written notice of default and a reasonable period, store or sell the goods and apply the proceeds towards outstanding amounts and costs; any balance shall be settled with the purchaser.

6. Warranty and liability

6.1 BO-Solutions warrants that the delivered products comply with the agreed specifications.

6.2 The warranty is limited to repair or replacement of undisputed manufacturing defects and excludes normal wear and tear, improper use, poor maintenance and third-party intervention.

6.3 The warranty period is twelve (12) months from delivery, unless otherwise agreed in writing.

6.4 Hidden defects must be notified in writing with substantiation within a reasonable period and at the latest fourteen (14) days after discovery.

6.5 Where production is carried out in accordance with customer drawings, BO-Solutions' warranty is limited to correct execution; functional shortcomings fall outside its responsibility.

6.6 BO-Solutions shall not be liable for indirect damage, loss of profit, loss of data, production downtime or consequential damage.

6.7 In the event of proven liability, compensation shall be limited to the invoiced value of the relevant delivery.

6.8 BO-Solutions shall not be liable for damage caused by materials, components or services supplied by the purchaser or its suppliers.

6.9 Except in cases of wilful misconduct or gross negligence, any contractual or non-contractual liability shall be limited to direct damage only; all indirect, consequential or immaterial damage is excluded. The total liability cap shall be a maximum of 100% of the invoiced value of the relevant delivery. The purchaser waives any further recourse, including against directors or employees of BO-Solutions.

6.10 Rejection procedure: rejection shall only be valid if notified in writing with objective measurement reports within ten (10) working days after delivery. Disputes regarding tolerances or surface roughness shall be assessed according to the agreed measurement method and reference standard; failing such agreement, the standards applied by BO-Solutions shall prevail. In the absence of timely notification, the delivery shall be deemed tacitly accepted.

6.11 Liability during processing and assembly

BO-Solutions shall not be liable for any damage, loss or defects arising during or resulting from the processing, assembly or use of the delivered parts by the purchaser or third parties. All risks associated with assembly with components from other suppliers shall rest entirely with the purchaser. The purchaser shall indemnify BO-Solutions against any third-party claims in this respect.

6.12 Exclusive remedy in case of non-conformity

In the event of non-conformity of the delivered products, BO-Solutions' exclusive and sole remedy

shall, at its discretion, be limited to one of the following measures: repair of the product, replacement of the defective part, or crediting of the non-conforming part. All other claims or remedies, including claims for indirect, consequential, immaterial or business damage, are expressly excluded.

7. Payment, financial guarantees and termination

7.1 Invoices are payable within thirty (30) days end of month from the invoice date, unless agreed otherwise.

7.2 Late payment shall give rise to interest in accordance with the Belgian Act of 2 August 2002, plus a minimum fixed compensation of EUR 250.

7.3 BO-Solutions may suspend deliveries and require financial guarantees if the purchaser's creditworthiness is compromised (protest, seizure, arrears with social security authorities, etc.).

7.4 In the event of unpaid invoices following a reminder, BO-Solutions may terminate the agreement by registered letter and shall be entitled to repossess the goods and to a fixed compensation of ten percent (10%) of the sales price (minimum EUR 500), without this constituting any acknowledgment of liability.

7.5 All present and future taxes, import duties or levies shall be borne by the purchaser.

7.6 Suspension and set-off excluded: the purchaser may not withhold, offset or set off payments on the basis of alleged complaints or counterclaims.

8. Force majeure

8.1 Force majeure shall mean any circumstance beyond the control of the parties that temporarily prevents performance, including but not limited to fire, strike, pandemic, war, embargo, cyber incidents or IT failures, energy shortages or rationing, government measures, transport disruptions, natural disasters or shortages of raw materials or components.

8.2 In the event of force majeure, BO-Solutions' obligations shall be suspended without any liability for compensation.

8.3 If the force majeure situation lasts longer than sixty (60) days, either party may terminate the agreement without compensation for the unperformed part.

8.4 If force majeure affects planning, material supply or pricing, BO-Solutions may reasonably adjust delivery times and prices following notification.

9. Cybersecurity and data protection

9.1 Both parties shall implement appropriate technical and organisational measures to protect confidential information, production and business data, and personal data in accordance with the GDPR and applicable security standards.

9.2 The parties shall safeguard the integrity, availability and confidentiality of their IT systems and shall take all reasonable measures to protect against cyberattacks.

9.3 In the event of a cyber incident or data breach, the parties shall inform each other immediately and take appropriate measures to mitigate impact and prevent recurrence.

9.4 Where personal data are involved: notification obligations pursuant to Articles 33 and 34 GDPR apply.

9.5 BO-Solutions shall not be liable for damage or consequential damage resulting from cyberattacks or digital breaches affecting the purchaser or its partners. The purchaser is responsible for adequate IT security within its own systems and supply chain.

10. Export and sanctions

10.1 The purchaser declares that the goods shall not be used or exported in violation of export control, customs or sanctions legislation.

10.2 BO-Solutions may suspend or refuse deliveries in the event of suspected non-compliance.

10.3 The purchaser shall indemnify BO-Solutions against any liability or sanctions arising from non-compliance by the purchaser or its customers.

10.4 Information or certificates requested by the purchaser in this context shall only be provided to the extent reasonably and legally required; no audit or inspection rights of the purchaser or third parties shall apply without BO-Solutions' prior written consent.

11. Governing law and jurisdiction

11.1 Belgian law shall exclusively apply.

11.2 The courts of West Flanders, division Kortrijk, shall have exclusive jurisdiction, unless BO-Solutions expressly chooses otherwise.

11.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

12. Severability

If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace the invalid provision with a valid provision pursuing a comparable economic objective.

13. Language, assignment and survival

13.1 In the event of multilingual versions, the Dutch version shall prevail. In case of doubt regarding interpretation, the interpretation supporting BO-Solutions' position shall prevail.

13.2 The purchaser may not assign its rights or obligations without BO-Solutions' prior written consent.

13.3 Provisions relating to retention of title, confidentiality, intellectual property, limitation of liability, payment, export and sanctions, governing law and jurisdiction shall survive termination or dissolution of the agreement.

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The Dutch version of these terms and conditions of sale is the only legally binding version. Translations are provided for information purposes only. In case of any discrepancy, the Dutch version shall always prevail.