

ARTICLE 1: ORDERS

- 1.1. These general conditions form an integral part of the contracts which we enter into both as a seller and as a service provider. These general conditions are subject to and without prejudice to the special conditions expressly included in our specific contracts and prevail over the conditions of purchase or any other document used by the client. If at any time the provisions of these general conditions are not enforced, this should never be considered to be a waiver by us of our right to enforce them in the future.
- 1.2. These general conditions apply to all of our products and services. They apply immediately to any order, including those placed previously, as well as any changes made to an order by any means (including by email, fax etc)
- 1.3. Any plans or specifications submitted to us by the client will only be used for information purposes. They cannot be used against us in relation to their interpretation. By placing an order, the client confirms that it is fully aware of the technical features of our products and services.
- 1.4. All orders (and changes to the orders) must be confirmed in writing by us before they are fulfilled.
- 1.5. Any timescales for the provision of our services or the delivery of our products are provided purely for information purposes. Under no circumstances do they constitute a firm commitment by us. Clients may never claim any compensation or cancel any contract owing to a delay.
- 1.6. Customers will be considered to have placed an order and accepted these general conditions once they have validated (signed) our quote or provided us with a purchase order. The purchase order shall include, at least, the number and version of our quote. In all cases, we shall only be committed to the Order on the day on which provide express confirmation thereof. In all communication with us, the customer must mention the reference of the quote accepted and that of our order confirmation. Orders are binding and may not be cancelled after we have accepted them.
- 1.7 Our products are offered subject to their availability.

ARTICLE 2: SERVICES provided by HeX and its sub-contractors

- 2.1. The client certifies and guarantees that its facilities and the design of its building comply with applicable legal, technical and safety requirements, and are such that HeX can provide its services there without any risks, or at least that they will be by the time HeX's technicians arrive on site
 - 2.2. Unless a technical inspection is carried out in advance, agreed by the client and HeX, certain measures and/or checks at the client's site may be impossible (e.g. integrity tests). HeX can therefore not be held responsible for the inability to implement such measures.
 - 2.3. HeX will only carry out the work specifically described in its quotes. If, on site, additional work is requested by the client, this may be carried out and therefore invoiced at the rate in force once the client has provided its agreement in writing on the HeX Intervention Form. The agreement (signature) of a representative of the client, even if this is a different person from the one who validated the quote, will suffice to enable the additional work to be invoiced. The client undertakes to give us free access to the site for as long as needed, and to carry out all tasks needed before HeX comes to the site such as cleaning the room, pressurised room and sorting out inconsistent airflows. Where this does not occur, HeX may refuse to come and do the work, and would deem the order cancelled, and article 3.3. of these general conditions will apply.
 - 2.4. Access to the site must be available at all times for HeX staff during the entire project, and optimum working conditions must be guaranteed for HeX staff.
 - 2.5. HeX staff are under the exclusive authority of HeX. The client cannot give any instructions to these members of staff, apart from instructions in relation to fulfilling the contract, the practices to implement and the tasks to carry out, about the correct use of the client's machines, equipment, property or documents needed to fulfil the contract.
 - 2.6. Unless specified otherwise in the contract, HeX is not responsible for disposing of the client's waste.
 - 2.7. HeX cannot be held liable for any checks which are not carried out owing to events which are the responsibility of the client (dirty room, pressurised room, inconsistent airflows etc).
- Any additional service will therefore be subject to an addendum or an agreement on the HeX Intervention Form (see Article 2.3).
- 2.8. As part of the provision of certain products and/or equipment (filters, diffusers, instruments, agar plates, software, ...), HeX cannot be held liable for the malfunctioning that is the responsibility of its own supplier: delivery delay, product not conforming to the order etc. In the case of such issues, HeX will take reasonable measures to find an appropriate solution for the client.
 - 2.9. HeX cannot be held liable for any damage caused or observed after its teams have left.
 - 2.10. The client undertakes to warn HeX, at least 5 working days before the date specified, if it wishes to postpone the date specified for a service. Failure to do so will be considered as the client having cancelled the service and Article 4.3 will apply.
 - 2.11. HeX will take into consideration unnecessary travel, as well as any waiting periods or delays which are not caused by HeX, at the hourly rate in force on the date the service is provided (cancellation, unavailability of rooms or equipment to be checked, other malfunctions etc). We therefore highly recommend that our clients ensure their facilities are available and operating properly before HeX staff arrive.
 - 2.12. The client is responsible for ensuring that fire detection systems are working effectively to avoid any malfunctioning (fire alarm) during integrity tests. HeX cannot be held responsible for the consequences in the event of failure to meet this obligation.
 - 2.13. The client will provide access to the audited facilities (providing an access badge, a parking space etc). Where there is paid parking, the changes for this will be invoiced to the client at cost.
 - 2.14. Our quotes are calculated based on carrying out the service under normal working conditions. Our work may be affected by the different constraints and uncertainties at the site; where we are not responsible for these constraints and uncertainties, our quotes may be reviewed.
 - 2.15. Unavailability, failure to make prior adjustments to equipment and the unavailability of certain documents may cause delays in the services provided for which HeX cannot be held liable.
 - 2.16. Non-conformities may be discovered during the different test which will be carried out. In the event of any non-conformities observed and mentioned by HeX, additional tests or adjustments may be necessary. They do not form part of the initial proposition made by HeX and will be subject to an addendum or an increased charge based on the unit price list.
 - 2.17. The withdrawal of non-compliance is not factored in when calculating how long the work will take to carry out. Any adjustments or re-tests carried out during the period of work will have an impact on the carrying out of all tests initially specified and the organisation of the work.
 - 2.18. HeX LAB (in addition to the aforementioned points) The condition of the samples and of the material entrusted to us must be such that the preparation of reports/analyses or the production of the products ordered can take place without any issues. HeX has the right to undertake a prior examination of the condition of the samples or material before starting to process the samples, create a report or start production. If the samples or the material do not meet the aforementioned requirements, the costs of this prior examination will be borne by the client. If the prior examination by HeX shows that the analysis or production is not possible or will be carried out in conditions less favourable than those which were originally specified (for example, because the samples or the material are mixed with foreign substances or materials not reported by the client or which are degraded), HeX has the right to cancel the order or to suspend its execution, the costs incurred by HeX up until this point being borne by the client.
 - 2.19. HeX LAB (in addition to the aforementioned points). The client undertakes to provide HeX Lab with the safety data sheets for the samples that it sends. The client is responsible for destroying and/or disposing of these samples. HeX may ask the client to repeat the sample after analysis. The client guarantees that no sample presents any danger on site, during transportation, or in the laboratory or elsewhere to the building, the instruments, or to HeX representatives or staff. The client is responsible for guaranteeing compliance with regulations for dangerous waste and for informing, in particular, HeX representatives or staff about issues relating to the hygiene and safety of the samples e.g. the presence of any proven or supposedly toxic substances or other pollutants in the sample and the probable extent of the pollution as well as the risks this pollution represents for the buildings, instruments, and HeX representatives and staff. The client will be liable and will compensate HeX for all costs, damages, obligations and injuries which may occur at any time for HeX, its staff and its representatives, including at the place where the samples are taken, during transportation or in the laboratory, after the sample has been processed by the client. The client will bear all the cost of any additional expenditure for the appropriate disposal of dangerous waste arising from the sample, whether it is considered as such or not. At the request of HeX, the client will have to communicate the exact composition of the samples.
 - 2.20 For a period of eight days from the time at which the results are sent, the client may ask HeX to verify these results by undertaking new analyses and evaluations. The cost of these new analyses and evaluations will be borne by the client. In addition, a new analysis is only possible if, at the time the request is received from the client, HeX still has in reserve sufficient quantity and quality of the original sampling equipment. If this is not the case, the client will bear all of the costs, including those for the sampling, transportation, analysis and collection of samples for the new analysis.
 - 2.21 HeX may, in exceptional circumstances and at the express request of the client, authorise the work to be carried out in the presence of external persons. These people must comply with safety, hygiene and confidentiality rules. Except in the event of a prior agreement between HeX and the client, these people should not be involved in carrying out the work. The client must make any such request at least 15 days prior to the start date of the tests. The client must specify the names and positions of those persons helping with the work, as well as the name of their company if it is different from that of the client. HeX reserves the right to invoice the client for any additional costs generated by the presence of persons external to HeX. Where companies other than that of the client are admitted to help with providing the service, they must be accompanied by the client and the client will be entirely responsible for them.

ARTICLE 3: TRANSPORTATION – DELIVERY

- 3.1. HeX LAB: HeX is only liable for any sample or product to be analysed from the time at which it is received. The condition of the sample or product at the time it is received will be evaluated by HeX LAB and if there is any doubt concerning its integrity or its storage during transportation, HeX LAB will inform the client and subsequent arrangements will be made by agreement between the parties, including the carrying out of analyses. Where transportation is provided by HeX (including any of its sub-contractors), HeX cannot be held liable for any deterioration, or loss of samples or products. HeX will place make every effort to preserve the samples and products in their entirety and in accordance with the storage conditions.
- 3.2 Our products are delivered to the place indicated in our order confirmations, solely to ground floor level or, where no specific instructions are given in this respect, to our registered offices. If delivery is stipulated at an address other than our registered offices, the transportation of our products will be the responsibility of HeX or a carrier of our choice. The client will be responsible for unloading the products. Our products are transported at the client's sole risk and cost. Our deliveries take place from Monday to Friday between 8:00 am and 6:00 pm with no commitment being made to a precise delivery time. As soon as the client is in possession of our products, all associated risks are transferred to the client. The client is responsible for carrying out all checks and making any reservations when the products arrive. In the absence of any express reservations by the client within 24 hours of the delivery, the products which have been delivered to the client will be considered to comply in quantity and quality with the order and will be assumed to have been fully approved. HeX reserves the right to make deliveries according to the availability of the products ordered. HeX may also partially invoice according to the extent of the delivery of the items to the client.

ARTICLE 4: PRICES - CANCELLING AN ORDER

- 4.1. The prices given in our quotes are valid for one month and may be modified following a rise in the prices of raw materials, or any other parameter that can influence the sales price (cost of labour, sub-contractors, fuel, transport, insurance, taxes, exchange rates etc.). . . . We cannot be held responsible for any printing error in our brochures/catalogues. If we do not provide a written quote, the prices used are those in force on the day the service is provided.
- 4.2. Any changes made to confirmed orders will be subject to an increase or decrease in the price. The change will be adequately justified by an email sent to the client detailing the additional services requested by the client, or made necessary.
- 4.3. If the client cancels an order that has not yet been fulfilled, a fixed fee of 60% of the order total will be owed to us. If an order is cancelled when it is underway, HeX must be paid for all work already carried out, as well as a fixed fee of 70% of the total order balance. If the order has already been fulfilled or delivered to the client, the full price is due. This is without prejudice to our right to establish a claim for further compensation based on the actual damages suffered, prove of which will be provided.
- 4.4. Any current or future tax stipulated by law, such as VAT, customs fees and other duties that might result from our sales and services, are the client's responsibility
- 4.5. HeX DISTRIB (in addition to the aforementioned points) The prices indicated are in euros excluding taxes and excluding shipping, delivery, installation and unpacking charges, which will be invoiced additionally. The rates may change during the year, given that the products ordered are invoiced at the price in force on the day the order is placed. VAT is invoiced at the legal rate in force. All orders are binding. It will be owed in full.

ARTICLE 5: SENDING, COMMUNICATION AND USE OF THE SERVICE RESULTS

- 5.1 The results of the services carried out by HeX give rise to the creation of a test report in French or English, as requested by the client.
- 5.2 HeX's test reports are signed electronically. The "certified" electronic signature is provided based on a qualified certificate, and created by a secure signature creation device. (The compliance criteria for a "qualified" electronic signature are set out in the law and its annexes: the Law of 9/7/2001 and the Royal Decree of 6 December 2002). An extranet website for checking and downloading the results is available. The usernames are provided by the QA manager, HeX Lab reserves the right to choose the means by which test reports are sent (secure server or by email).
- 5.3 Our test reports are electronically archived for 5 years.
- 5.4 Confidentiality: all information concerning the results as well as any documents and records supplied by the client will remain confidential. The results of the report may not be communicated to third parties, except with the written agreement of the client.
- 5.5 Only the latest online version of our test reports is will take precedence with respect to third parties.
- 5.6 No changes or alterations to our test reports made be made after communication.
- 5.7 Our test reports are only authorised to be reproduced in their full form.
- 5.8 Any use of results communicated by HeX or any reference to its work which could mislead the consumer or the user of the product or document may be pursued in accordance with the regulatory provisions in force. The brand HeX and its Logo remain our strict property. Any partial or full reproduction is strictly forbidden (except with the prior written agreement of HeX) and may be subject to legal proceedings.

ARTICLE 6: SERVICES UNDER BELAC ACCREDITATION

- 6.1 Our services are undertaken exclusively based on the information provided in the analysis request sheet, the quote, the contract or the Intervention Form (IF) and are carried out in accordance with the BELAC accreditation rules (ISO 17025 and ISO 17020).
- 6.2 The accreditation covers only the samples administered within timescales and tests which comply with regulatory requirements.
- 6.3 With regard to the services entrusted to HeX Lab, the client authorises HeX to take the most appropriate measures given its experience. Therefore, if any changes need to be implemented in relation to the reference texts, they are mentioned in the test report.
- 6.4 The data associated with analytical processing of the samples, and that associated with any measurement uncertainty can be consulted at the laboratory. In declaring whether or not there is any non-compliance with the specification, the uncertainty associated with the results has not been taken explicitly into account.

ARTICLE 7: PAYMENT – OWNERSHIP

- 7.1 The minimum amount of our services is €400 excluding tax per member of HeX staff and per day or piece of work, excluding travel expenses and surcharges.
- 7.2 Unless agreed otherwise by the parties, our invoices are payable 30 days after the invoice is sent by HeX. We reserve the right to invoice the full price agreed when we confirm the order and to request advance payment of our invoice before starting performance of the contract.
- 7.3 If the purchaser's credit deteriorates, and if even one invoice is not paid when due, we reserve the right to demand guarantees from the purchaser, even after part of a contract has been fulfilled, that we deem appropriate for the proper fulfilment of the commitments made. Refusal to satisfy this demand entitles us to cancel all or part of the contracts, even if they are underway, without any penalty owed by us.
- 7.4 The goods, analyses, results and test reports remain our property until they have been paid for in full. The client grants us all debts owed to it by third parties in relation to these goods or to services carried out by HeX (for example, but not limited to: insurance payments, outstanding third party loans for reselling the goods etc.). Until they have been paid for in full, the client will store our products in appropriate conditions and will bear all of the associated risks.
- 7.5 If an invoice is not paid when due, a total amount corresponding to 20% of the total amounts due, with a minimum of 250 EUR, will automatically become due without notice, as a penalty. As well as this, and in accordance with the same terms, any amount due will incur late payment interest at a rate of 1% a month, with any portion thereof counting as a full month. Failure to pay an invoice when due makes all other debts due, even if their due date has not passed, and even if extensions had been granted.
- 7.6 Any delay in payment by the client authorises us to immediately suspend, by operation of law and with no formal notification, the services we are providing it with, across all contracts, at the client's sole risk and cost.
- 7.7 HeX LAB (in addition to the aforementioned points). All samples will become the property of HeX as long as this is necessary for execution of the order. Unless the client pays for storage, HeX will have no obligation or liability concerning the storage of the samples that it is provided with, including samples which need to be kept cold. If the client covers storage costs, HeX will take all reasonable measures to ensure that the samples are stored in accordance with professional practice. Once the analyses are finished, HeX may dispose of or destroy the samples, except where it has signed a written agreement with the client concerning the conditions in which HeX must store the sample. HeX may also dispose of destroy the samples after the agreed storage period, with no further notification and at the client's cost, if HeX incurs additional expenses to comply with any regulations (e.g. those concerning the disposal of dangerous waste). If the client asks HeX to return any unnecessary sampling equipment, HeX will return this to the client, at the client's sole risk and cost.

ARTICLE 8: GUARANTEE – LIABILITY

- 8.1 In all cases where it arises, our liability is limited to direct and foreseeable damages, with the exclusion of any indirect damages (including but not limited to: costs, loss of earnings, loss of amenities, additional cost to obtain an equivalent product...), resulting from any failure on our part. The damages and interest claimed from us can never exceed the total amount exclusive of VAT stipulated in the quote and already paid by the client. We are not liable for any damage caused jointly by a fault in our products or by the fault of the victim or somebody for whom the victim is responsible. We also reserve the right to limit our guarantee to us replacing the product or non-compliant service.
- 8.2 No guarantee is given for failure to respect the technical specifications, advice or recommendations provided by HeX to the client.
- 8.3 HeX exclusively assumes an obligation of means and shall not be liable for any obligation of results as part of its services.
- 8.4 Any failure by either party to fulfil its obligations will authorise the other party, after notice has been sent by registered letter to no effect after 15 days, to terminate the contract by registered letter sent by post, without prejudice to the right to claim damages and interest as compensation for the damage. If either party goes bankrupt, goes into liquidation or becomes insolvent, the other party may assume that the agreement is automatically terminated, without any formalities or compensation.
- 8.5 The client must take all necessary measures to guarantee the safety and well-being of HeX staff in the workplace.
- 8.6 The client has sole liability for the protection of its equipment (e.g. against water or steam damage). HeX will under no circumstances be held liable for: breakages or damage caused to "neon" items, lights or light fixtures, scratches to glass or windows, as well as any damage attributable to the dilapidation or poor condition of the buildings, facilities, furniture or equipment, any damage caused by the loss of keys, damage to the client's image, loss of earnings, moral damages, product recall, etc.
- 8.7 For the duration of the contractual relations between HeX and its client, as well as for a period of one year from the expiry of the aforementioned contractual relations, the client undertakes not to partner with or employ, under any circumstances whatsoever, directly or indirectly, anybody who during this period works or has worked for HeX (as an employee or otherwise). If this clause is breached, the client will indemnify HeX for any damages and interest corresponding to the last year's pay (employer's cost) for that individual, but with a fixed minimum amount of fifty thousand (50,000) euros.
- 8.8 HeX cannot be held liable for damage caused to the client's facilities or observed after its teams have left.
- 8.9 HeX cannot be held liable for any damage that might have been caused to laminator canvas (distribution system to help homogenise air flows that are very fragile). This is why HeX asks the client to take responsibility for handling these systems.
- 8.10 HeX DISTRIB (in addition to the aforementioned points) All of the products delivered by HeX (except for perishable products) are, from the date they are dispatched, contractually guaranteed for use in normal conditions against any manufacturing fault, for a period of one (1) year. This guarantee is limited to the simple replacement of the items delivered, with no other indemnity. Nevertheless, HeX cannot be held liable in the following cases: - deterioration resulting from inappropriate use of our equipment by the client or by third parties. - damages arising from a lack of monitoring, inadequate maintenance or a case of force majeure. - replacing of consumables (batteries, power packs...) - replacing of normally used items - defects and their consequences linked to any external cause. The replacing of items will not result in the guarantee period being extended. There must have been no attempt make any repair to the products which is not authorised by HeX. In any case, HeX does not guarantee that the products sold will appropriately respond to a particular problem in the client's business. The client, being aware of the technical feature of the products and according to the needs its has determined, has chosen those products included in its order. HeX will therefore not be liable for any indemnity to the user client or towards third parties for the consequences of using the products, where these involve direct or indirect damage, accidents to persons, damage to property other than the products sold, loss of profits or earnings, damages arising from deterioration or loss of data recorded by the client. The software integrated into the products or sold is the property of HeX and the client only has a right of use in accordance with the publisher's user licences.
- 8.11. HeX LAB (in addition to the aforementioned points). HeX cannot be held liable in the event of any changes to one of the products supplied without its prior agreement, or in the case of abnormal use or use which does not comply with the instructions specified in notices or instructions for use supplied with the products. The photographs, texts, graphics, information and features shown in brochures, offers and so on and on the HeX and manufacturers' websites, which illustrates the products being presented, are not contractually binding. Consequently, HeX's cannot be held liable in the event of any error or omission in any of these photographs, texts, graphics, information or features of the products. Where it is partially or completely impossible to use the products owing to incompatibility of the equipment, this will not give rise to any indemnity, refund or questioning of HeX's liability.

ARTICLE 9: FORCE MAJEURE

If any instance of force majeure occurs that is beyond HeX's control (for example, but not limited to: fire, bad weather, industrial disputes affecting suppliers, subcontractors or transport companies, rulings by Belgian or foreign authorities, a power cut on the client's premises etc.) making it more expensive, difficult or impossible, even if only partially, to fulfil its obligations, HeX will be released from its obligations, without any compensation for the client. The parties will first try to negotiate a change to the contract in good faith. Any malfunction caused by one of HeX's suppliers in product supply, compliance or functioning (filters, atomisers etc.) will also be considered to be instances of force majeure.

ARTICLE 10: APPLICABLE LAW & DISPUTES

- 10.1. Any commitment made in our company's name only binds us if it comes from someone authorised by virtue of the articles of association published in the Annexes of the Belgian official journal (Moniteur Nelge) or someone with specific authorisation in writing for the commitments in question.
- 10.2. All contracts which we enter into are subject solely to Belgian law. The French text will prevail between the parties and over translations into any other language.
- 10.3. The parties agree that any disagreement or dispute relating to this agreement or resulting from its interpretation or application will be referred to a mediation process. With this in mind, the parties undertake to attend at least one mediation meeting, appointing someone with decision-making powers. The mediator (approved by the Federal Mediation Commission) will be chosen by the parties. If they do not come to an amicable agreement, even on any interim measures, any dispute relating to this agreement will be referred to the courts in the legal district of Tournai (Belgium).