

Special Terms and Conditions relating to the sale of the Products

These Special Terms and Conditions relating to the sale of the Products should always be read in conjunction with GeoDynamics's General Terms and Conditions ('GTC').

1. Commitments & obligations of the Customer

1.1 The Customer acknowledges that it has been informed by GeoDynamics of the proper method to use the Products and declares that it has received sufficient information in this respect.

1.2 Furthermore, the Customer acknowledges and accepts that the Products may only be used within the EU, the EEA and the United Kingdom, unless otherwise expressly agreed in writing.

In case of use outside the area approved by GeoDynamics, the Customer shall reimburse GeoDynamics for any additional costs caused by use outside the aforementioned area, for example roaming charges.

2. Delivery

2.1 Unless expressly agreed otherwise, the Products shall always be delivered to the address specified by the Customer. The cost of delivery shall be borne by the Customer and the risk of damage, destruction and disappearance concerning the Products shall pass to the Customer as soon as the Products are made available at the address specified by the Customer.

2.2 Any additional costs for the reception of the Products shall always be at the Customer's expense.

2.3 GeoDynamics shall always reasonably determine the manner in which the transport will take place, as well as who it will call upon for this purpose.

2.4 If the Customer refuses the delivery or – as the case may be – is negligent in providing information or instructions which are necessary for the transport of the Products, GeoDynamics shall be entitled to take all relevant measures (such as storage by third parties) on behalf and at the risk of the Customer.

2.5 GeoDynamics reserves the right to make partial deliveries for any Order, and to draw up a corresponding invoice.

3. Non-conformity & visible defects

3.1 Immediately upon delivery of the Products, but in any case prior to the installation of the Products, the Customer shall carry out an initial verification, which among other things should include quantity, type, dimensions, correct location(s), conformity of the delivery, visible defects.

3.2 Following such verification, the Customer shall – under penalty of forfeiture – report any non-conformity and/or any directly verifiable discrepancy/visible defect in writing to GeoDynamics immediately upon receipt via email (complaints@geodynamics.be).

3.3 If no complaints are communicated in accordance with Article 3.2, the Customer shall be deemed to have accepted the delivery.

4. Installation

4.1 When the Products need to be installed, both GeoDynamics and the Customer can take care of this.

Installation by the Customer

4.2 If it is agreed that the Customer shall carry out the installation of the Products itself or have them installed by a third party, this shall take place under the full responsibility and at the risk of the Customer. In such case, GeoDynamics can in no event be held liable for any direct or indirect damage arising from the installation.

Installation by GeoDynamics

4.3 If it is agreed that GeoDynamics shall be responsible for the installation of the Products, GeoDynamics's service desk shall endeavour to contact the Customer as soon as reasonably possible to make an appointment with a view to the installation of the Products by GeoDynamics. The Customer acknowledges that, in any event, the installation of the Products must take place within a reasonable period following the conclusion of the Contract.

4.4 The Products will be installed by experienced and skilled installers called upon by GeoDynamics at its discretion.

4.5 If the Customer wishes to cancel or reschedule the appointment made for the installation of the Products, the Customer must notify GeoDynamics in writing via email (dispatch@geodynamics.be) at least 1 business day prior to the scheduled appointment.

In the absence of a (timely) cancellation of the planned installation in accordance with this Article, GeoDynamics shall be entitled to charge to the Customer all resulting costs (such as, without limitation, unnecessary travel costs), with a minimum of €50.

4.6 The Customer accepts that it is its full responsibility to ensure that no circumstances can arise that will interfere with, prolong and/or disrupt proper installation by GeoDynamics. Failing this, the Customer shall be fully responsible for the risk and costs arising therefrom.

4.7 Without prejudice to the foregoing, the Customer shall in any case, at its own expense and risk, ensure that:

- The installers appointed by GeoDynamics, as soon as they have arrived at the installation site, can commence and continue their work during normal working hours and, if GeoDynamics deems it necessary, outside normal working hours, provided it has informed the Customer of this in good time;
- The place where the installation is to take place is covered, well lit, safe and suitable for installation of the Products;
- Where appropriate, the installers appointed by GeoDynamics are sufficiently informed about the work in progress and its risks;
- The necessary help, if requested by GeoDynamics, and the material necessary for the installation are available;
- The necessary preparation work has been carried out as requested by GeoDynamics;
- If the commencement or progress of the installation of the Products is delayed for reasons for which the Customer is responsible, all resulting costs (including, but not limited to, unnecessary travel costs and waiting times of more than half an hour) shall be charged to the Customer by GeoDynamics, with a minimum of €50.

5. Hidden defects

5.1 Unless explicitly agreed otherwise, a guarantee of 12 months is provided for the Products in respect of hidden defects, commencing from the moment of:

- Delivery: if no installation is required;
- Delivery: if the Customer performs the installation itself or has it performed by a third party;
- Completion of installation: if GeoDynamics is responsible for the installation of the Products.

5.2 The Customer must notify GeoDynamics of these hidden defects, under penalty of forfeiture, no later than 48 hours after their discovery, via email (complaints@geodynamics.be).

5.3 Under penalty of inadmissibility of the complaint, the Customer must be able to prove that it correctly stored the Products both before and after identifying the defect. After identifying any defect, the Customer shall immediately cease any installation, use and processing of the Product, and take all reasonable steps to prevent (further) damage, under penalty of inadmissibility of the complaint.

5.4 Furthermore, GeoDynamics always reserves the right to investigate the complaint or have it investigated. In such case, the Customer shall be obliged to provide all cooperation required by GeoDynamics for the investigation of the complaint to GeoDynamics's service desk, which may contact the Customer.

5.5 Any return of the defective Product must first be approved in writing by GeoDynamics and must be done in accordance with GeoDynamics's instructions. In the absence of such agreement, any returns shall be refused and all subsequently incurred costs shall be charged to the Customer.

5.6 GeoDynamics cannot be held liable, nor does it provide indemnification for defects attributable to:

- Improper installation by the Customer or a third party appointed by it;
- Improper use and/or processing;
- Defects that are directly or indirectly caused by an act on the part of the Customer or a third party, regardless of whether these are caused by an error or negligence;
- Normal wear and tear, improper handling, overloading, external influences or damage caused by force majeure/hardship.

5.7 In general, GeoDynamics shall not offer any guarantee or accept any liability if the Customer does not comply with the provisions of this Article, or does so inadequately or not in good time. If the Customer carries out or arranges any repairs or other work relating to the Products without prior written approval from GeoDynamics, any warranty rights shall lapse.

5.8 Without prejudice to the provisions relating to hidden defects, GeoDynamics is not in a position to provide any guarantee regarding the lifetime of the Products, as the lifetime of the Products depends on objective factors (such as, but not limited to, the supplier of the Products, compatibility with the SaaS Services, new technologies and techniques, legislation).

Under no circumstances shall the life of the Products entitle the Customer the right to terminate the Contract with GeoDynamics early without the payment of the termination fee (as provided for in Article 7.1 GTC and Article 6.3 of the Special Terms and Conditions relating to the SaaS Services).

6. Complaints

6.1 No claim for indemnification by GeoDynamics for visible or hidden defects can be retained after expiry of the aforementioned periods in Articles 3 and 5.

6.2 The warranties offered by GeoDynamics to the Customer in case of justifiable complaints shall be limited, at GeoDynamics's sole discretion, to the

(complete or partial) **(i)** replacement of the Product with a (similar) Product that is in stock, **(ii)** return of the Product concerned, crediting the Customer, or **(iii)** repair of the Product.

In case of a replacement of the Product, the Customer can – subject to payment of a corresponding charge – opt for the replacement to be carried out by experienced and skilled installers called upon by GeoDynamics at its own discretion.

7. Retention of title

7.1 GeoDynamics shall retain ownership of the Products supplied to the Customer, even if the installation has already taken place and there has consequently been an incorporation of the Products, as long as the Customer has not fully paid the price, costs, interests and any other elements relating to its Order.

7.2 Until the transfer of ownership, the Customer shall not be entitled to sell, process, use, transform, transfer, encumber the Products and/or have them at its disposal. The parties agree that the various transactions/contracts between them shall be considered parts of one single economic whole, and that

GeoDynamics shall always retain ownership of the Products currently in the Customer's possession, for as long as the Customer has outstanding debts to GeoDynamics.

8. Compatibility

8.1 The Customer acknowledges that GeoDynamics offers no guarantee that the Products will at all times be compatible with the SaaS Services as such compatibility is determined by factors independent of GeoDynamics (such as, but not limited to, the network, decisions of the supplier(s), new technologies and techniques, legislation).

8.2 In any case, the Customer expressly acknowledges that the cancellation, reduced/slower operation, temporary or long-term unavailability of the communication network used by GeoDynamics – which are solely attributable to GeoDynamics's supplier(s) – can under no circumstances constitute a ground for early termination of the Contract relating to the SaaS Services (as provided for in Article 5.3 of the Special Terms and Conditions relating to the SaaS Services).