

GENERAL TERMS AND CONDITIONS COPYTEC S.A.

I. GENERAL PROVISIONS APPLICABLE TO ALL CONTRACTS WITH COPYTEC S.A.

Article 1 Applicability and Enforceability

1. These general conditions form an integral part of the agreement and are deemed to have been accepted by the client, even if they contradict their own general or specific conditions. The client's own general conditions are never applicable, regardless of where or when they are communicated to COPYTEC S.A. by the client. In case of conflict between the Dutch text of these general conditions and their translations, the Dutch text always prevails. Any commencement of contract execution implies acceptance of these general conditions.

Article 2 Offer, Acceptance and Price

1. All offers made by COPYTEC S.A. are non-binding, unless otherwise stated in writing, and contracts are only deemed concluded after explicit and written confirmation of the agreement and, in all cases, after acceptance by the client. In case of acceptance of the offer by the client, COPYTEC S.A. has the right, within 8 working days following the date of receipt, to confirm or not the contract, without any liability and/or obligation to pay damages. An order is only binding if it is explicitly accepted in writing by COPYTEC S.A.
2. COPYTEC S.A. reserves the right to subordinate the conclusion of a contract to, among other things, the client's solvency, to be determined based on the annual accounts or quarterly results published and/or communicated by the client, and/or based on seizure notices, withholding obligation or other objective criteria that may cast doubt on the client's solvency.
3. Photos, drawings, images, prices and technical characteristics are provided for indicative purposes and are approximate, unless they appear on an offer from COPYTEC S.A. and are explicitly accepted by the client and then by COPYTEC S.A. These characteristics do not bind COPYTEC S.A. and can be modified by the latter without notice.
4. Unless otherwise agreed in writing in the offer, COPYTEC S.A. reserves the right, during the term of the contract, to make price adjustments that (i) are linked to the consumer index (the base index being that of the month preceding the conclusion of the contract) and/or which (ii) are the result of the general evolution of prices and/or general price fluctuations in the paper and raw materials market. These may concern both increases and decreases and will only be applied at the discretion of COPYTEC S.A. COPYTEC S.A. will inform the Client in a timely manner of any price changes.

Article 3 Delivery, Installation and Acceptance

1. The deadlines (for delivery) and dates (of completion), both in terms of the delivery and installation of products, are given purely as an indication and without guarantee. In case of delivery delay, COPYTEC S.A. will only be in default after having been formally notified in writing and provided that it has committed a serious fault that significantly contributed to the delivery delay. The mere exceeding of a deadline (for delivery), whether definitive or not, does not put COPYTEC S.A. in default.
2. The client is not entitled to any compensation for any consequential damage, in the event that COPYTEC S.A. delivers the purchased products later than expected. COPYTEC S.A. will take care of the shipment of the Products to the installation address, subject to delivery, installation, implementation and training costs mentioned in the Contract, which are to be borne by the Client. Unless otherwise agreed, COPYTEC S.A. is responsible for the installation of the Products at the installation address, with the exception of connection to the Client's computer network or the Internet.
3. The risk of loss or damage to the Products that are the subject of the Contract is transferred to the Client at the moment they are delivered or effectively made available to the Client or an auxiliary person or the carrier used by the Client.
4. Upon receipt of the Products made available by COPYTEC S.A., the Client must check whether these Products are damaged, defective or unsuitable for the use for which they have been delivered, and to be valid, report it to COPYTEC S.A. in writing, by registered letter, within 24 hours after receipt. Transport damage and damage to the Client's property resulting from the delivery, installation or return of the products must be reported in writing to the carrier immediately after delivery and, if necessary, the Client must refuse to accept the products. In addition, this must be confirmed by registered letter to the carrier and to COPYTEC S.A. within 24 hours of receipt. COPYTEC S.A. is not responsible for such damages in the event that the notification is not made to it, or is made late.
5. Unless otherwise agreed in writing, the connection to the Client's computer network is not included in the price of supplies, travel and device connections.

Article 4 Client Data

1. In the event of processing personal data, each party is responsible for complying with its own obligations under the known law on the protection of privacy. The parties acknowledge and agree that they have not investigated the measures taken by the other party to comply with its obligation under this law.
2. If the test data and/or development data and/or production data contain personal data that is made available to COPYTEC S.A., the client declares that it has complied with the applicable legislation and regulations, as well as all regulations that result from it. The

client indemnifies COPYTEC S.A. against any claim by third parties directly or indirectly related to the provision of test data and/or development data and/or production data.

3. COPYTEC S.A. strives to take appropriate technical and organisational measures to protect the data against (un)intentional or unlawful destruction or (un)intentional loss, falsification, disclosure, unauthorised use or access and against any other form of unlawful processing, including control of access, intervention, disclosure, seizure and retention of data, with the aim of ensuring the continuity of information and the provision of information and limiting the possible consequences of security incidents to a previously agreed acceptable level.
4. With regard to the processing of personal data, COPYTEC S.A. is a "subcontractor" within the meaning of the Privacy Protection Act. COPYTEC S.A. will only process personal data in the case where the Client expressly requests this processing. The signing of a contract constitutes explicit instruction from the Client to process personal data and to make them available by providing the Services. COPYTEC S.A. will do its best to cooperate with the obligations to be fulfilled by the Client. The costs related to this cooperation are not included in the prices and compensations agreed by COPYTEC S.A. and are entirely at the expense of the Client.
5. The client agrees that COPYTEC S.A. may use the information it provides, including personal data concerning it and its employees, but excluding personal data concerning third parties, for the purpose of providing services by COPYTEC S.A. under the contract and for marketing purposes. The Parties, either as data controller or as subcontractor of personal data, undertake to comply with the legislation applicable to the Privacy Protection Act, as well as any national legislation and/or regulation implementing this legislation, as amended or replaced.
6. For the application of the contract, "personal data" have the meaning given to them in the privacy protection laws. The parties undertake to adopt appropriate technical and organisational measures to ensure and demonstrate that the processing of personal data is carried out in accordance with privacy protection legislation and to protect personal data against destruction, loss, alteration, accidental or unauthorised access or any other unauthorised processing. The parties undertake to regularly review these measures and to update them if necessary. The Parties will require any subcontractor processing personal data on behalf of COPYTEC S.A. to respect the same obligations. The parties undertake, in the context of the execution of the contract, to integrate into the processing of data the appropriate and necessary guarantees to meet the obligations of the law on the protection of privacy and to ensure that, in principle, only personal data that are necessary for each specific purpose of processing are processed. To enable the processing of personal data for the provision of services by COPYTEC S.A., the client accepts the transfer of these personal data to companies affiliated with COPYTEC S.A. as well as to its subcontractors and also to cooperating leasing companies if they intervene. The client has the right to access his personal data and to modify them. When he transmits to COPYTEC S.A. personal data concerning his employees, the client undertakes to obtain all the consents required by the law on the protection of privacy.
7. The client acknowledges that, in the context of the provision of its services, COPYTEC S.A. may become aware of personal data relating to third parties, and that the processing of these personal data by COPYTEC S.A. may be necessary for the provision of services. When transmitting personal data concerning third parties to COPYTEC S.A., the Client undertakes to obtain all the consents required by the applicable legislation. With regard to the personal data of third parties, the Client remains solely responsible, in its capacity as data controller, for (i) determining the purposes and means of processing by COPYTEC S.A. of the personal data of third parties, including those described in the contract; (ii) assessing that the security measures mentioned in the contract constitute appropriate technical and organisational measures to protect the personal data of third parties as required by the Privacy Protection Act; and (iii) giving instructions to COPYTEC S.A. on the processing and transmission of the personal data of third parties, these instructions being, where appropriate, described in the contract.

Article 5 Transfer of Ownership and Retention of Title

1. COPYTEC S.A. remains the exclusive owner of all Products it has delivered to the Client, until all its claims against the Client relating to the delivered Products and the services related to the delivered Products have been fully satisfied by the Client. The retention of title also serves as a guarantee for the claims of COPYTEC S.A. against the Client due to a breach in the performance of the or the related contracts concluded by the Client.
2. COPYTEC S.A. has the right to take back the Products, used or not, delivered to the Client under retention of title, in the case where the Client does not fulfil its obligations towards COPYTEC S.A. or does not fulfil them fully and/or on time, or if there are reasonable grounds to suspect that the Client will not be able to fulfil its obligations or does not fulfil them fully and/or on time towards.

Article 6 Payment

1. All payments are portable and are made at the address of COPYTEC S.A. (article 1247, paragraph 1 of the Civil Code), in Euros, without reduction, all rights and fees being at the expense of the client. COPYTEC S.A. does not waive this right by accepting a change of client or by accepting any other form of payment.
2. All deliveries are payable in cash and COPYTEC S.A. reserves the right to suspend the execution of any agreement with the Client or any obligation towards the Client (including in relation to any other contract than the one in which the Client is in default) in the case where the cash payment is not made on time or in the case where the Client is in default in any other way towards COPYTEC S.A.
3. In case of non-payment at maturity, the total price or the balance thereof, as well as all related costs, will become due for all contracts between COPYTEC S.A. and the Client and/or the companies affiliated with the Client.

4. Taking into account the circumstances in which the contract was concluded and the reciprocal obligations of the parties, the Client is prohibited from suspending its services or applying any compensation or netting if it believes it is entitled to any amount or indemnity at the expense of COPYTEC S.A. and/or if it has lodged a complaint concerning the Products and/or services purchased or rented.
5. In case of non-payment of an invoice at its due date, the client will, by right and without formal notice, owe COPYTEC S.A. a default interest of 12% per year (= 1% per month). In addition, the amount will be increased by right and without formal notice by a flat-rate indemnity of 15% of the unpaid amount including VAT, with a minimum of 150.00 EURO, excluding VAT. Furthermore, COPYTEC S.A.'s warranty obligation is suspended until full payment, including interest and costs, has been made. This suspension does not lead to an extension of the warranty.

Article 7 Liability

1. In the event that COPYTEC S.A. is required to pay damages to the client for any reason (for example, delay in performance, non-performance of the main obligation 3, additional compensation in case of procedure or cancellation of the sale, actual product liability, etc.) the compensation will in any case be limited (i) to cases of intent, serious fault or negligence, and (ii) in any case limited to the amount of the actual and established damage, with a maximum of 5% of the contractually provided purchase or rental price (excluding VAT and maintenance) of the Products for which the contract was concluded. COPYTEC S.A. can in no case be held liable for any (consequential) damage affecting the hardware, software and related data of the Client and/or its designated persons or contractors used in combination with the Products, or for any indirect and/or financial loss that the Client or its designated persons believe they have suffered.
2. COPYTEC S.A. is not responsible for indirect damages such as loss of profit, damages resulting from the loss or loss of data (files), lost savings, damages caused by the stagnation of the company or stagnation due to the interruption of the company's activity or damages caused by the exceeding of a deadline, or any other form of indirect or consequential damages. The Client will indemnify COPYTEC S.A. against all complaints from third parties concerning all actions or damages that could be brought or claimed against COPYTEC S.A. by third parties (with whom the Client has a link or a contract).
3. The client has no right to a price reduction or other compensation due to non-use or reduced use of the equipment, or late deliveries or interventions, whatever the reason, including in case of damage, defect, theft, strike, confinement, pandemic, epidemic, decommissioning for maintenance, repair, transport or reinstallation of the equipment.
4. COPYTEC S.A. can in no case be held liable for damages resulting from the equipment connected to the devices, such as telephone exchanges, nor for damages caused by the use of the equipment to the hardware, software and data.
5. The client will indemnify COPYTEC S.A. for any damage to the rented goods and its equipment, caused by the hardware or handling of the client (or by persons or hardware that the client controls or for which it is responsible), as well as for the damage that COPYTEC S.A. would suffer as a result of the non-functioning or defective functioning of this client's hardware. In case of destruction or loss of the rented goods by fire or any other cause due to the building in which the goods are located (whether the Client is owner or tenant of this building or not) or any other external cause, the Client remains fully responsible for all damages and/or losses of the rented goods and the contract will be considered resolved by right and without formal notice at the time of the destruction or loss of the machine. In this case, the Client is obliged to pay all the amounts mentioned in points 3 and 7 of article I.11 of the General Provisions.
6. If the rented equipment contains software, COPYTEC S.A. only grants the Client non-exclusive and non-transferable rights of use on this software only for the duration of the contract. These rights of use automatically and immediately end in case of termination, resolution or breach of the contract, whatever the cause.

Article 8 Force Majeure

1. In case of force majeure preventing COPYTEC S.A. from fulfilling its obligations, COPYTEC S.A. will have the right, without judicial intervention, either to suspend the execution of the contract for a period of maximum 3 months, or to resolve the contract partially or totally, without being obliged to pay damages. At the end of the suspension period, COPYTEC S.A. may continue the execution of the contract and/or resolve it. Force majeure is considered to be any circumstance independent of the will of COPYTEC S.A. preventing the normal execution of the contract or requiring exceptional and/or unpredictable efforts and/or making the economic conditions of the contract seriously impracticable, unfavourable or more difficult for COPYTEC S.A.

Article 9 Transfer

1. COPYTEC S.A. has the right to assign to a third party all the rights, claims and/or obligations arising from the contract, as well as the ownership of the equipment. The client acknowledges that in the case of such an assignment, the third party is entitled to exercise all the rights that COPYTEC S.A. holds against the client, as soon as the assignment or pledge has been notified to the latter in writing. In case of pledging of the equipment by COPYTEC S.A., the tenant is named the third party pledgee.
2. The Client is expressly prohibited from transferring any contract it has with COPYTEC S.A. (in whole or in part) to a third party, without the prior written consent of COPYTEC S.A. The same applies to any good or equipment of which COPYTEC S.A. is the owner.

Article 10 Applicable Law

1. This contract is governed by Belgian law. In the event of a dispute between the parties concerning this contract, only the Dutch-speaking courts of Mechelen are competent. However, COPYTEC S.A. reserves the right to summon the Client before the courts of their place of residence.
2. Only Belgian law is applicable. The application of the Vienna Convention on Sales of 1980 is excluded.

Article 11 Resolution, Cancellation, and Termination

1. The Client will be considered in default, without a formal notice, a judicial intervention, or any other formality being necessary, and COPYTEC S.A. will then have the right to amicably resolve all contracts concluded with the Client with immediate effect and without being liable for a compensatory notice indemnity, without prejudice to the rights of COPYTEC S.A. to claim damages, in the following cases:
 - Bankruptcy or judicial reorganisation of the client;
 - The client's assets are seized in any form or threatened with seizure;
 - The client dies or is dissolved;
 - The client ceases, liquidates or alienates their activity or a significant part of it;
 - The Client does not fulfil on time and/or fully their obligations towards COPYTEC S.A. resulting from the contract(s) (including, but not limited to, the payment within the allotted time of the amounts due, the correct and timely return of the Products at the end of a possible lease contract, etc.) and has not remedied it within 8 days after having been formally notified in writing; (this also applies in case of delay of payment of an invoice at its due date)
 - At the discretion of COPYTEC S.A., if there are reasons to suppose that the Client will not fulfil their obligations resulting from the contract(s) concluded with COPYTEC S.A., or that the possibilities of recourse with regard to the Client or the Products are threatened. This is particularly the case when the Client does not publish their annual accounts on time or if they fall under the alarm bell procedure provided for in article 2:52 of the Companies Code.
2. If the Client does not fulfil their obligations towards COPYTEC S.A., or if, according to COPYTEC S.A., there are reasons to suppose that the possibilities of recourse with regard to the Client or the Products are threatened, COPYTEC S.A. will have the right to transfer the Products to its headquarters or to the warehouses of a third party that it has designated, in order to guarantee its rights. The Client explicitly authorises COPYTEC S.A. for this purpose to enter the commercial premises and the storage spaces of the Client. COPYTEC S.A. will invoice the incurred costs (including transport and installation costs) to the Client.
3. Without prejudice to the application of what is provided in point 7 of this article 11, if COPYTEC S.A. terminates, resolves or cancels, for whatever reason, the Contract(s) concluded with the Client, and without prejudice to its other rights under the Contract or law, COPYTEC S.A. will have the right to invoice the Client (if applicable) late interest and costs on all amounts due by the Client to COPYTEC S.A., including the amounts and rents due.
4. In the event of termination, resolution or cancellation by COPYTEC S.A. of the contract(s) concluded with the Client, the latter is obliged to immediately return the products to COPYTEC S.A. and, except in case of purchase, is no longer authorised to use the products and all usage rights, licences or copyrights that are covered by the contract(s). COPYTEC S.A. has the right to take back from the client the products delivered to the latter if they do not fulfil their return obligation. The Client, in turn, expressly authorises COPYTEC S.A. to enter its commercial premises and its storage spaces for this purpose. COPYTEC S.A. will invoice the incurred costs (including transport, uninstallation and depreciation costs) to the Client.
5. In the event of such termination, resolution or cancellation, the client will put the licensed software out of service, return all manuals or other materials to COPYTEC S.A. and provide COPYTEC S.A. with a decommissioning statement, if COPYTEC S.A. requests it, co-signed by an independent accountant. COPYTEC S.A. has the right to immediately terminate the services of any maintenance or service contract.
6. Immediately after the end of the right to use the software concerning the Products, for whatever reason, the Client will return to COPYTEC S.A. all copies of the software (including the Backup Copy) in their possession, insofar as the software does not form an inseparable whole with the other parts of the Product. In the case where the parties have agreed that the Client must destroy the copies of the Software that are not inseparable from the other parts of the Product, the Client must immediately notify in writing to COPYTEC S.A. this destruction.

In addition, in case of resolution or termination of the contract and in addition to what is provided in point 3 of this article 11, due to the situations mentioned above where the Client is in default or is supposed to be, the Client will be liable to COPYTEC S.A. for a fixed and lump sum indemnity equal to 30% of the total selling price (in case of sale), in addition to the possible unpaid balance of the selling price, or, in case of a lease or leasing contract, 100% of the rents due and to come, calculated on the total duration of the contract, and without prejudice to the tenant's obligation to return the machine, the software and the accessories as mentioned above in this article. The preceding provisions apply without prejudice to all other rights that COPYTEC S.A. may have in terms of proven damages.

II. II. SALE AND DELIVERY CONDITIONS

Article 12 Generalities

If a service contract has been concluded with the purchase contract, COPYTEC S.A. will provide all services and maintenance within the framework of this service contract in accordance with the provisions of the 'Service Conditions' (see chapter IV below). The following provisions of this title II apply in addition to the conditions stated above in title I.

Article 13 Warranty

1. Unless otherwise agreed and without prejudice to what is stipulated in the maintenance contract, COPYTEC S.A. grants, in case of sale of goods, a 6-month warranty against mechanical defects resulting from manufacturing defects and a 3-month warranty against electrical and electronic defects resulting from manufacturing defects, insofar as it is established that the delivered goods have been used normally. COPYTEC S.A. has the sole obligation to repair, at its entire discretion, the sold equipment at the place of its choice or to replace the defective part with another, new or not, without any other compensation and/or indemnity for any loss or damage (including consequential and/or indirect damages). The replaced parts automatically become the property of the seller as soon as the repair has been carried out. The aforementioned periods start running at the time of delivery (as defined above) and cannot be extended after a repair by, for example, an intervention within the framework of the aforementioned warranty.
The warranty ceases to apply in the following cases and/or does not apply to damages resulting from the following cases: lack of maintenance by the client and/or use contrary to the principle of diligence; excessive use exceeding the indicated capacities of the machine; use of spare parts or accessories not approved by COPYTEC S.A.; the use, placement or maintenance of the device contrary to the indications given in the manual or in places other than those intended; the use of consumables not delivered by COPYTEC S.A.; technical operations carried out by persons not employed by COPYTEC S.A. or not authorised by it. As for faxes, the warranty does not apply in case of failure of the transmission line, when the transmission is made to incompatible devices and in case of network overload.
Working hours and travel for maintenance work are not covered by the warranty. This warranty is only valid on Belgian territory and provided that the purchased devices are at all times on Belgian territory and at the delivery location indicated in the purchase contract.
2. The warranty granted under the above paragraphs will not be valid if the defect has not been reported in writing to COPYTEC S.A. within 8 days after its detection. A visible defect must be notified to COPYTEC S.A. by registered letter within 8 days following the delivery of the Product. The introduction of a complaint, for whatever reason, does not release the client from their obligation to pay all invoices (whether they result from the sale, rental or maintenance, from this contract or any other contract with COPYTEC S.A.) on time and the Client will not have the right to suspend their payments to COPYTEC S.A. in anticipation of a warranty intervention.

III. RENTAL CONDITIONS

The following provisions of this Title III (Rent) apply in addition to the conditions stated above in Title I (General Provisions)

Article 14 Ownership of Equipment

1. COPYTEC S.A. remains the exclusive owner of the rented equipment and/or rented Products for the entire duration of the rental contract and thereafter. The Client will not remove, hide or modify the ownership label affixed to it, and will not move, pledge, rent out or make the machine available to third parties without the express and prior written permission of COPYTEC S.A.
2. If the Client is not the owner of the building in which the rented equipment is located, they commit to informing the building owner by registered letter before the installation of the equipment that it is not their property. The Client will provide COPYTEC S.A. with a copy of this letter.
3. The client will inform any third party who intends to claim the rented equipment, such as the holder of a pledge on the business or the third party who intends to seize the equipment, of the existence of the rental contract and the fact that the equipment is the property of COPYTEC S.A. In case of transfer of a business, the rented equipment is not part of it. The client must inform COPYTEC S.A. without delay and in writing of any potential claim on the equipment and provide COPYTEC S.A. with all useful documents upon request.

Article 15 Use of Equipment

1. The client commits to using the equipment solely for professional purposes at the location specified in the contract.
2. The Client commits, as a good head of the family, to take care of the rented equipment and to monitor it in particular:
 - Use the equipment in a normal manner, in accordance with the supplier's operating instructions, and ensure that it is always ready for use;
 - Use only the supplies provided by COPYTEC S.A.;
 - Do not transfer their rights contained in this contract without the prior written agreement of COPYTEC S.A.

3. The Client commits to entrusting any transport or movement of the rented materials or Products, subject to the payment of applicable rates, exclusively to COPYTEC S.A. or a third party approved by COPYTEC S.A.
4. The client commits to entrusting the maintenance and repair of the rented equipment, for the entire duration of the contract, exclusively to COPYTEC S.A. or a third party approved by COPYTEC S.A.
5. The client commits to allowing COPYTEC S.A. during normal office hours access to the equipment for any check that COPYTEC S.A. deems necessary. Unnecessary trips are billed at 0.5 EUR/km and 125 EUR/hour (excluding VAT).
6. The Client will immediately report in writing to COPYTEC S.A. any damage, defect, destruction or theft of the equipment, as well as any accident or incident that could affect its proper functioning, and will take the necessary measures to prevent these damages, thefts or destructions and limit their consequences.
7. The Client must supervise the techniques and other facilities for a correct installation of the rented equipment. They must ensure that the connections are appropriate and operate optimally and must comply with all applicable safety requirements and regulations.
8. The client is solely responsible and bears all costs of non-compliant or incorrect use of the rented equipment, the use of parts and means not delivered by COPYTEC S.A., except for paper, as well as the use of non-compliant equipment and unauthorised movements not provided by COPYTEC S.A.
9. The client must use the rented equipment in accordance with the rights and provisions stated in the rental contract and the manual, and must not violate copyright or any other rights of third parties. The client releases COPYTEC S.A. from any liability in terms of copyright related to the use of the equipment (for example in relation to the right of reproduction) and will fully indemnify COPYTEC S.A. in this regard at first request.

Article 16 Insurance

1. The Client is required to take out, for the entire duration of the rental contract, adequate insurance covering all risks of loss and/or damage to the Products made available by COPYTEC S.A., at the new value of the Product in question, as well as to take out insurance covering their civil liability for all damages caused to people as well as to property resulting from the use or possession of the Product.
2. The client must provide COPYTEC S.A. with a copy of the insurance policy at first request. The insurance policy must mention COPYTEC S.A. as the beneficiary in case of a claim. The insurance policy must explicitly state that it can only be suspended or terminated in the case where the insurance company notifies COPYTEC S.A. by registered letter at least one month in advance. Only COPYTEC S.A. is entitled to compensation for the total amount of its damage. Any deductible under the policy, as well as deductible costs and/or risks of non-coverage will be paid by the Client to COPYTEC S.A. In case of loss or damage not covered to the Products or the machine, the contract is considered as resolved by right and without notice from the moment of the damage, destruction or loss of the machine. In this case, the Client will be liable for all the sums mentioned in points 3 and 7 of article I.11 under the general provisions. COPYTEC S.A. is authorised, if necessary, to notify the insurer - also on behalf of the Client - that only liberating payments can be made to COPYTEC S.A. In the case where, according to COPYTEC S.A., this proves necessary, the Client will assign to COPYTEC S.A., in writing, their right to claim compensation (in any form and of any nature) resulting from a damaging event in connection with the rented products and/or equipment.

Article 17 Duration

Unless another start date is indicated in the lease, the lease will begin on the day of the installation of the products in accordance with article 3 of chapter 1 "General Provisions" and will apply for the duration indicated in the lease. It will be tacitly extended each time for a period of 24 months at the end of the current period, unless one of the parties notifies the other party, by registered letter, at the latest 6 months before the end of the current period, that the lease will be terminated at the end of the current period.

Article 18 Termination

1. The lease cannot be terminated prematurely, except in the case and according to the modalities referred to in paragraph 2 of this article and in article 11 of chapter 1 "General Provisions".
2. In case of occurrence of one or more of the situations as referred to in article 11 of chapter 1 'General Provisions', COPYTEC S.A. has the right to suspend or terminate the lease with immediate effect, without notice and/or judicial intervention.
3. In case of early termination by COPYTEC S.A., following the occurrence on the Client's side of a circumstance such as referred to in article 11 of chapter 1 'General Provisions', the Client will be liable to COPYTEC S.A. for the amounts provided for in article 11 of the General Provisions, chapter 1.
4. In case of termination of the rental contract for whatever reason, the Client is obliged to immediately return the Products to COPYTEC S.A. If the Client does not fulfil their obligation to return the Products, COPYTEC S.A. will have the right to reclaim the Products immediately. The Client will grant COPYTEC S.A. free access to the location where the Products are located. The day the lease ends, the Client is obliged to make the Products available to COPYTEC S.A. in their original state, cleaned, except for normal wear and tear. The costs related to the recovery of the Products, such as installation and transport costs, are borne by the Client, unless otherwise agreed.

5. In order to carry out the recovery of the Products or the rented equipment, the Client will give COPYTEC S.A. or third parties engaged by it the authorisation to enter its premises. In case of non-compliance with the provisions of this article at the end of the Rental Contract, the Client will be in default by right and will be liable for compensation of an amount of €500,- for each day where the Client remains in default of returning the Products, without prejudice to the other rights of COPYTEC S.A.
6. In case of takeover of the rental contract by a third party, after written agreement of COPYTEC S.A., COPYTEC S.A. has the right to charge administrative fees.
7. COPYTEC S.A. reserves the right to charge the costs related to the return of a device.

IV. SERVICE CONDITIONS

Article 19 Generalities

1. The service contract for Software and Hardware is concluded for the duration agreed between the parties.
2. At the end of the current period, the contract will be tacitly renewed each time for a period of 24 months, unless one of the parties notifies the other party by registered mail, at least 6 months before the end of the current period, that they wish to terminate the contract at the end of the current period.
3. The maintenance contract covers all necessary maintenance work and repairs, including spare parts, working hours and travel expenses. The provided or used software is not included. Maintenance and repairs are carried out by COPYTEC S.A. from Monday to Friday between 8:30 am and 5:00 pm (excluding public holidays) at the address indicated in the contract, being the location of the machine. In case of a breakdown, the intervention is scheduled as soon as the services of COPYTEC S.A. reasonably allow and according to the availability of the concerned technicians. The transport costs for the delivery of paper or products are borne by the client. Any work requested by the Client outside the mentioned working hours and days will be invoiced to them according to the rate applicable on the day of the intervention request, available on request. Maintenance and repairs will be carried out at the express request of the client to the technical service of COPYTEC S.A. The parts necessary for maintenance and/or repair will be invoiced to the client at catalogue price if the damage to be repaired is the result of misuse, negligence or intentional fault of the client and/or the persons for whom they are responsible and/or those who have made unauthorised or abusive use of the rented products and equipment.
4. In execution of its obligations and on the basis of this omnium maintenance contract, COPYTEC S.A. is not responsible for damages resulting from any negligence or fault of the Client (including serious faults).
5. COPYTEC S.A. reserves the right to revise these General Conditions or to terminate the Contract in the case where the intensive use of the Product exceeds the scope of the Service normally provided in the Contract concluded with the Client.

Article 20 Billing

1. A copy or any other comparable print made with the rented or purchased equipment is hereinafter referred to as "print". At the beginning of each billing period, COPYTEC S.A. will invoice the Client for the contractual minimum number of prints (number of prints x unit price per print). If the number of prints made during a billing period exceeds the contractual minimum, the remaining prints will be invoiced at the end of the period based on the price per print.
2. The client commits to communicate the meter reading spontaneously, in writing and at the end of each billing period. If the Client does not comply, COPYTEC S.A. reserves the right to invoice an estimated amount based on the last meter reading received. The regularisation of invoices based on actual consumption takes place at the end of the following billing period. COPYTEC S.A. has the right to check and control the meter reading on site at any time, but abstaining from doing so does not imply any recognition for COPYTEC S.A.
3. In the case where the Client does not communicate any meter reading for three consecutive billing periods, and/or in the case where the Client does not communicate a meter reading themselves after a registered reminder, the maintenance contract - omnium or not - will be considered as resolved by right and without notice to the detriment of the Client, with the obligation for them to pay COPYTEC S.A. a compensation as provided for in article 22 below.

Article 21 Absence of Maintenance Contract

1. If the Client has not taken out an omnium maintenance contract, they acknowledge having been informed of the warranty conditions, travel costs, hourly rate, prices of consumable goods and their minimum order quantity as well as the price of spare parts. If the client wishes, they can conclude an omnium maintenance contract after the warranty period. In this case, COPYTEC S.A. reserves the right to test the device. If a revision is necessary, it will be carried out at the client's expense and will not be covered by the maintenance contract. The rate for maintenance and consumables can be revised in accordance with applicable legislation. The minimum invoice always includes travel costs and one hour of technical intervention. If a maintenance contract is concluded with a start date after the expiration of the warranty period, a waiting period of three months is provided from the signing of the maintenance contract.
2. In the case where the Service Contract (hereinafter the Contract) is concluded at a date after the Installation of the Products, COPYTEC S.A. will have the right to restore the Products to good condition at the Client's expense, if necessary.

Article 22 Termination

In case of early termination (i.e. termination before the expiration of the contractual duration of the Service Contract) by the Client or in case of resolution or termination of this contract due to a violation by the Client of this contract or any other contract between COPYTEC S.A. and the Client, the Client will be liable to COPYTEC S.A., as fixed and irreducible damages, an amount equal to the minimum monthly amount invoiced (excluding VAT) multiplied by the remaining months of the Service Contract; or if the service contract only ends when a certain number of copies is reached, subject to the payment of the contractually to be reached number of copies; or if no minimum monthly billing amount has been specified, subject to payment of an average price for the additional print volume (click) of the last 12 months, multiplied by the remaining months of the service contract. All this without prejudice to the right of COPYTEC S.A. to claim compensation for actual damages suffered, costs and all other amounts due by the Client to COPYTEC S.A. in the context of the Service Contract, including expired deadlines.