

## AIRSCAN GENERAL TERMS AND CONDITIONS

### CONCERNING PRODUCTS AND SERVICES PROVIDED TO CUSTOMERS WHO WISH TO IMPROVE AIR QUALITY

version 1.2 of march 1<sup>st</sup>, 2025

#### Preamble

These General Terms and Conditions apply to Airscan's products and services which are intended for companies and private individuals who wish to measure and improve air quality. More particularly, the services provided by AIRSCAN can be split into four separate areas:

1. Consultancy/audit services including the performance, for a period of one to two weeks, of the measuring of the air quality at the Customer's premises, the identification of opportunities for improving air quality and the implementation of an air quality improvement plan in the form of a recommendation to the Customer (the "**Consultancy**");
2. The rental of equipment for measuring air quality. In certain cases, the Client has the technical expertise for improving the air quality in its buildings but does not have the technology needed for doing so. In this case, Airscan will only rent the measuring equipment to the Customer for a limited period of time. The equipment remains the property of Airscan and must be returned by the Customer at the end of the contractual period as specified in the Special Terms and Conditions (the "**Equipment Rental**");
3. The rental of air quality measuring equipment in combination with consulting/auditing services. In this case, Airscan simultaneously provides the services to the Customer which are contained in the 1st and 2nd points of this preamble. As such Airscan installs air quality measuring equipment at the Customer's premise and provides several annual reports depending on the Customer's needs. The equipment also remains the property of Airscan and must be returned by the Customer at the end of the contractual period as specified in the Special Terms and Conditions (the "**Equipment Rental-Consultancy**"); and
4. The sale of air quality measuring equipment (the "**Equipment Sale**"). Finally, Airscan also sells its equipment.

The Rental or Sale of Equipment also includes the provision of a visualization and analysis program, of a Cloud and a Mobile Application, which is also subject to the General Terms and Conditions.

#### Article 1. Definitions

Terms which begin with a capital letter have the following meaning:

<b>Airscan</b>	Airscan S.P.R.L., a Belgian registered company, which has its registered office at 15 Rue d'Accolay, 1000 Brussels and which
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	is registered with the BCE under the number 715.953.238.
<b>Mobile Application</b>	The "NEMoView" mobile application which allows the access to and monitoring of the Customer's air quality measurement data in real-time as collected by the Airscan Equipment.
<b>Purchase Order</b>	The purchase order sent to the Customer in the Offer and which when sent, after it has been signed by the Customer, triggers the formation of the Agreement. After its acceptance by the Customer, the Purchase Order forms the Special Terms and Conditions.
<b>Customer</b>	The natural person or legal entity identified in the Purchase Order who or which enters into an Agreement with Airscan.
<b>Cloud</b>	The "NEMo Cloud" web platform which allows the access to and monitoring of the Customer's air quality measurement data in real-time as collected by the Airscan Equipment.
<b>General Terms and Conditions</b>	These general terms and conditions.
<b>Special Terms and Conditions</b>	The Purchase Order, after the acceptance of the Offer.
<b>Consumer</b>	The Airscan Customer who has the status of consumer within the meaning of article 1649 (a), 2, 1 <sup>o</sup> , of the Civil Code, namely any natural person whose actions are for purposes which do not fall within the scope of his or her professional or commercial activity.
<b>Consultancy</b>	The type of Airscan service described in the preamble.
<b>Agreement</b>	The agreement binding Airscan to the Customer as soon as the Offer is accepted, and which includes, in order of prevalence, the Special Terms and Conditions and the General Terms and Conditions..
<b>Equipment</b>	The "NEMO" or "NEMO XT" category measuring stations for measuring indoor or outdoor air quality or any equivalent device with the same features coupled with the Program, Cloud and Mobile Application (licensed as agreed under Article 9) as determined by the Special Terms and Conditions.
<b>Equipment rental</b>	The type of Airscan service described in the preamble.
<b>Equipment Rental-Consultancy</b>	The type of Airscan service described in the preamble.
<b>Offer</b>	Airscan's offer to contract with a person who wishes to use Airscan's services, including a personalised service offer and a Purchase Order. Offers are valid for 30 days or 1 month.
<b>Parties</b>	Airscan and the Customer.

<b>Program</b>	The "Profile' Air Manager" software which allows the collection and processing of air quality measurements and which is used by Airscan in its Equipment.
<b>Equipment Sale</b>	The type of Airscan service described in the preamble.

## Article 2. Scope of application

Airscan sends a contractual Offer to anyone who wishes to use its services, including a personalised service offer, a Purchase Order and these General Terms and Conditions (in a paper version or by referring the potential Customer to the Airscan website [www.airscan.org](http://www.airscan.org)). By signing the Purchase Order, the Customer acknowledges having read and accepted these General Terms and Conditions. The signed General Terms and Conditions and the Purchase Order form, together, the Agreement which binds Airscan and the Customer to one another.

These General Terms and Conditions apply as of rights to all the Agreements signed between the Customer and Airscan, with this including any provision of ancillary services. These General Terms and Conditions exclude, unless they are accepted in writing by Airscan, all the general and special terms and conditions of purchase of the Customer. No derogation from these General Terms and Conditions will be allowed without written confirmation from an Airscan legal representative.

The applicable terms and conditions will be those which are effective on the date of the Customer's acceptance of the Offer, including in the event of a change to the Offer or a new Offer, the General Terms and Conditions which are shown on Airscan's website and which are legally binding. ([www.airscan.org](http://www.airscan.org)).

Airscan reserves the right to amend these General Terms and Conditions unilaterally and at any time. In this case, the applicable terms and conditions will be those which are effective on the date of the acceptance of the Offer by the Customer.

## Article 3. Delivery

Airscan undertakes to deliver the Equipment to the Customer within six weeks following the Customer's acceptance of the Offer. In any event, Airscan undertakes to provide the Customer with advance warning if this deadline is not going to be met and to make every effort to meet the delivery deadline.

The risks are transferred to the Customer's upon delivery of the Equipment by Airscan.

In the case of Equipment Rental or Equipment Rental-Consultancy, the Customer has 12 hours as of the delivery to notify Airscan in writing of any Equipment defects that there may be.. Should the Customer not do so, the Equipment will be deemed to be in perfect working order and state of repair.

Any damage to the Equipment which was not present at the time of delivery shall be borne by the Customer. To this end, Airscan will provide the Customer, at the time of delivery, with a document containing a detailed description of the condition of the Equipment which has been delivered. This document must be signed by the Customer at the time of delivery.

## Article 4. Declarations and guarantees

By signing the Agreement, each Party declares and warrants to the other that:

- (a). it has the power and authority to sign and implement the Agreement and to fulfil its obligations in accordance with it;
- (b). it has reasonably sufficient resources for honouring its contractual obligations, in accordance with the Agreement;
- (c). the signing and implementation of the Agreement do not infringe a non-competition obligation binding it to another service provider, with this including for the Customer the undertaking not to request the services covered by the Agreement from another supplier (exclusivity commitment);
- (d). there is no current agreement or liability which it could reasonably consider, to adversely affect its financial situation and its ability to honour its obligations under the terms of the Agreement;
- (e). it accepts and undertakes, on its behalf and on behalf of its affiliate companies and their employees, officers, directors, subcontractors and agents, to act at all times in accordance with the highest ethical standards; and
- (f). it undertakes to disclose to the other party in full any circumstances which exist or which are liable to arise during the performance of the Agreement for which a conflict of interest exists or may exist between them.

By signing the Agreement, Airscan declares and warrants the Customer that:

- (a). Airscan will implement the Agreement in good faith and in accordance with best professional practices. Airscan is solely responsible for complying with any legal obligations which are applicable to it, in particular those arising from labour, tax, social and environmental protection law;
- (b). The processes necessary for obtaining any permits and authorisations required for the implementation of the Agreement, in accordance with the laws and regulations which are in force at the place where the tasks entrusted to Airscan are to be carried out, are the sole responsibility of Airscan;
- (c). Airscan will ensure that any person acting on its behalf or any member of its staff involved in the performance of the Agreement has the professional qualifications and experience required to carry out the tasks assigned to it; and
- (d). Airscan has taken out professional insurance covering the risks and damages relating to the fulfilment of its obligations as required by the applicable legislation, particularly with regard to civil and professional liability. Copies of any relevant insurance contracts are available at the request of the Customer and, if expressly agreed, added to the closed Agreement.

Airscan will not commit to any obligation of result, whether explicit or implicit, concerning the air quality and the effectiveness of the solutions which are recommended following a survey carried out by

Airscan which is aimed at improving the Customer's air quality.

By signing the Agreement, the Customer warrants Airscan that it will provide it, at short notice, and in a complete, accurate and sincere manner, with any information which is appropriate and necessary for the provision of the service or services or for the Sale of Equipment referred to by the Agreement so that Airscan can perform the services referred to by the Agreement as well as possible.

The Customer warrants that each user who logs on to the Program, Mobile Application or Cloud will comply with the General Terms and Conditions. It will hold Airscan harmless in the event of the non-compliance with these General Terms and Conditions and, more generally, in respect of any damages.

#### **Article 5. Price and payment**

The price for the products and services provided by Airscan is the payment of the price of the Consultancy, of the Equipment Sale, the Equipment Rental or the Equipment Rental-Consultancy, calculated in accordance with the Special Terms and Conditions.

In the event of an Equipment Sale, the transfer of ownership will only take place once the price has been paid in full by the Customer. In the case of Equipment Rental or Equipment Rental-Consultancy, Airscan remains the sole owner of the Equipment.

In addition to the travel costs which may, with the agreement of the Customer be subject to ancillary pricing, these amounts are intended to cover any direct and indirect costs of any kind whatsoever.

All prices are in euros and exclusive of VAT. Invoices are payable in advance by the Customer within thirty days following the date of issue of the invoice by Airscan, to the exclusion of any set-off of amounts. In order to be valid, any claim relating to an invoice must be notified in writing to Airscan no later than fifteen days as of the receipt of the invoice, otherwise it will not be considered.

In the event of the non-payment of any invoice by its due date, the Customer will be liable before Airscan, as of right and without a prior formal notice being necessary, for late payment interest charged at the rate mentioned under article 5 of the law of 2 August 2002 concerning measures against late payment for business transactions without prejudice to Airscan's right to suspend the fulfilment of any of its obligations.

In addition, any invoice which is unpaid on its due date will result in the debiting, as of rights and without any prior formal notice being necessary, of a lump sum compensatory payment amounting to 10% of the principal sum, interest and costs, with a minimum amount of EUR 100.

#### **Article 6. Term**

The Agreement enters into force on the date when the Customer signs the Purchase Order contained in the Airscan Offer. It is concluded for the period specified in the Special Terms and Conditions contained in the Airscan Offer. These Special Terms and Conditions will specify the terms of renewal, as the case may be.

#### **Article 7. Airscan Guarantee in case of Equipment Sale**

Airscan guarantees that the Equipment will function and provide a performance which is in essence in accordance with the specifications published by Airscan and that it will be faultless in terms of its material or manufacture insofar the equipment is used in a normal and correct way and for the purpose for which it is intended, by properly trained staff, and this for the period of time indicated in the Special Terms and Conditions, in the Equipment documentation, in the published specifications or the Airscan packaging inserts.

Unless stipulated otherwise in the Special Terms and Conditions, in the Equipment documentation, in the published specifications or the Airscan packaging inserts, the guarantee period for the Equipment will be one (1) year as of the date of delivery of the Equipment (the "**Guarantee Period**").

Except for deliveries with a special guarantee or use-by date, the consumer products are only guaranteed on the moment of delivery.

During the Guarantee Period, Airscan undertakes, to the exclusion of any other claim from the Customer, to repair or replace, at Airscan's choice, the faulty Equipment, provided that the Customer informs Airscan as soon as possible and in writing of the discovery of any defect whatsoever, by means of a notification which must include the model and serial number of the Equipment.

After inspection, Airscan provides the Customer with the service data and/or an Equipment Return Authorisation ("ERA"), which may include biological hazard decontamination procedures and other Equipment-specific handling instructions, following which the Customer may, if necessary, return the faulty Equipment to Airscan, with all costs being prepaid by the Customer. The spare parts may be new or refurbished, at Airscan's choice. Any parts which have been exchanged will become the property of Airscan. The repaired or spare equipment will be shipped to the Customer in accordance with the provisions of Article 3.

This Airscan guarantee is not valid in the following cases:

- Normal wear and tear of the Equipment;
- accident, disaster or force majeure event;
- misuse of the Equipment, fault or negligence (i.e. non-compliance with the user or maintenance manual or with the rules on normal use drawn up by Airscan, the absence of periodic inspections, as described in the user instructions) by or on behalf of the Customer;
- causes which are external to the Equipment, such as in particular power cuts or power surges;
- Improper storage or handling of the Equipment;
- use of the Equipment in conjunction with an item of equipment or program not supplied by Airscan; and
- any installation, maintenance, repair, servicing, transfer, modification, or other intervention whatsoever of or on the Equipment, carried out by a person or entity

other than Airscan without the prior written approval from Airscan, or any use whatsoever of any spare parts not supplied by Airscan.

Upon request, the repair or replacement in respect of this guarantee may be carried out on site, the travel and living expenses are the responsibility of the Customer.

Should Airscan deem that the Equipment for which the Customer has used the guarantee services is not covered by this guarantee, the Customer will have to pay or reimburse Airscan for all the costs relating to the examination and processing of the guarantee application.

If the Customer is a Consumer, this guarantee is without prejudice to his or her rights as granted under articles 1649 (a) to 1649 (g) of the Civil Code.

### **Article 8. Airscan Guarantee in case of Equipment Rental (-Consultancy)**

Airscan undertakes to provide the Customer with the rented Equipment, in accordance with Article 3.

Airscan guarantees the Customer peaceful enjoyment of the Equipment which has been rented and in particular that the Equipment will function and provide a performance which is in essence in accordance with the specifications published by Airscan and that it will be faultless in terms of its material or manufacture as long as the equipment is used in a normal and adequate way and for the purpose for which it is intended, by properly trained staff, and this for the period of time indicated in the Special Terms and Conditions.

Airscan undertakes to maintain the Equipment which has been rented in a condition allowing it to be used for the purpose for which it was rented during the contractual period as specified in the Special Terms and Conditions. In particular, Airscan undertakes to the exclusion of any other claim from the Customer, to repair or replace, at Airscan's choice, the faulty Equipment, provided that the Customer informs Airscan as soon as possible and in writing of the discovery of any defect whatsoever, by means of a notification which must include the model and serial number of the Equipment.

After inspection, Airscan provides the Customer with the service data and/or an Equipment Return Authorisation ("ARM"), which may include biological hazard decontamination procedures and other Equipment-specific handling instructions, following which the Customer may, if necessary, return the faulty equipment to Airscan, with all costs being paid for by Airscan. The spare parts may be new or refurbished, at Airscan's choice. Any exchanged parts will remain the property of Airscan. The repaired or spare Equipment will be shipped to the Customer in accordance with the provisions of the Article.

This Airscan guarantee is not valid in the following cases:

- Normal wear and tear of the Equipment;
- damage to or loss of the Equipment unless the Customer can prove that it is not to blame for them;
- misuse of the Equipment, fault or negligence (i.e. non-compliance with the user or maintenance manual or with the rules on normal use drawn up by Airscan, the absence

of periodic inspections, as described in the user instructions) by or on behalf of the Customer;

- causes which are external to the Equipment, such as in particular power cuts or power surges;
- Improper storage or handling of the Equipment;
- Use of the Equipment in conjunction with an equipment item or program not provided by Airscan; and
- any installation, maintenance, repair, servicing, transfer, modification, or other intervention whatsoever of or on the Equipment, carried out by a person or entity other than Airscan without the prior written approval from Airscan, or any use whatsoever of any spare parts not supplied by Airscan.

Should Airscan deem that the Equipment for which the Customer has used the guarantee services is not covered by this guarantee, the Customer will have to pay or reimburse Airscan for all the costs relating to the examination and processing of the guarantee application.

### **Article 9. User licence for the Program, Mobile Application and Cloud**

Airscan grants a licence - for an unlimited term which is, revocable, free of charge, non-exclusive, non-transferable and for which a sub-licence may not be granted - for use by the Customer for the Program which is incorporated within or which is a part of the Airscan Equipment, for the Mobile Application as well as for the Cloud, and which starts as of the date of payment of the invoices referred to in Article 5 (the "**Licence**").

The Licence is granted to the Customer "as is" and Airscan does not grant any express or implied guarantees concerning the Program, Mobile Application and the Cloud, in particular regarding their features and compatibility.

The right of use granted by these General Terms and Conditions is limited to the Customer, to the number of licences, to the number of environments and to the user profiles as specified in the Special Terms and Conditions.

All of Airscan's intellectual property rights, provided to the Customer as part of the General Terms and Conditions or any other commercial relationship, as well as any corrections made to them, remain the exclusive property of Airscan.

Airscan retains all rights relating to the Program provided, to the Mobile Application and to the Cloud, and to the specific developments and/or deliverables from Airscan.

This Licence automatically lapses once the Customer no longer has the legitimate possession of the Equipment provided by Airscan.

The Customer undertakes to maintain the confidentiality of the Program, of the Mobile Application and of the Cloud and of their documentation, and not to sell, transfer, license, lend or provide them in any form whatsoever to third parties.

The Customer is not authorised to disassemble, decompile, reconstitute, copy, modify, improve or change in any other way whatsoever the Program,

Mobile Application and Cloud which are covered by these General Terms and Conditions without the prior and written agreement from Airscan.

The Customer undertakes to immediately inform Airscan of any infringement or risk of infringement of Airscan's intellectual property rights as a result of third-party actions.

Failure to comply with the terms of use of the Licence gives Airscan, in addition to the right to obtain full reparation of the damage suffered by it, the right to purely and simply withdraw the Licence without any prior formal notice or warning. Airscan may also withdraw the Licence for the Program, Mobile Application and/or Cloud unilaterally, in any case where it may rescind the Agreement in accordance with Article 10.

As concerns the Equipment Rental or Equipment Rental-Consultancy, the Customer undertakes, at the end of the Agreement, to immediately return to Airscan the provided Program, the Mobile Application and the Cloud and their documentation, as well any copies thereof. The use of the Licence by the Customer may never exceed the term of the Agreement.

Airscan guarantees that, to the best of its knowledge, the Licence which has been granted as well as the associated documentation do not infringe the intellectual property rights of third parties.

#### **Article 10. Rescission of the Agreement**

Airscan will be authorised to invoke the rescission of the Agreement as of right, with immediate effect, through the fault of the Customer without the involvement of the courts and without any compensation being payable to the Customer, in the event of the Customer becoming bankrupt or insolvent, but also in the event that, fifteen days after it was sent a formal notice to honour its obligations, the Customer not comply with, or belatedly or incorrectly comply with one or more of its obligations under the terms of the Agreement.

This rescission will take place without prejudice to the payments owed by the Customer to Airscan and the payment of any possible compensation for any other prejudice suffered by Airscan.

The Customer will be authorised to invoke the rescission of the Agreement should Airscan commit a serious breach in the fulfilment of its contractual obligations. However, the Customer must notify Airscan of the breach, which will have fifteen working days as of the notification to correct it.

Upon termination of the Agreement, Article 14 (Confidentiality), Article 16 (Intellectual Property), Article 19 (Safeguard Clause), Article 20 (Dispute Settlement) and Article 21 (General remarks) remain in effect.

#### **Article 11. Force majeure**

The occurrence of any event, such as in particular strikes, lockouts, embargoes, wars, terrorist attacks or consequences of attacks, shortages of raw materials, epidemics, bad weather and more generally, any event of a similar nature affecting the Parties or their suppliers and which delays or renders impossible or drastically compromises the

fulfilment of their respective obligations, suspends the fulfilment of their respective obligations.

The party who invokes such an event will provide the other party as soon as possible with the proof of its occurrence. The fulfilment of its obligations will be suspended until notification of the end of the event, on the understanding that no party will be able to claim any compensation whatsoever from the other party. The Parties will make every effort to limit the difficulties and/or damage caused. Should the force majeure event last more than 90 days, the Parties will make every effort to renegotiate a later implementation of the Agreement. If no agreement is reached, each party will be entitled to terminate it by sending a notification to the other party.

#### **Article 12. Transfer and subcontracting**

Airscan may transfer or sub-contract all or part of its rights or obligations under the terms of the Agreement to another company, undertaking or natural person after having informed the Customer in writing in advance.

#### **Article 13. Absence of subordination**

Airscan performs its services completely independently and without any subordination to the Customer.

These General Terms and Conditions or the Agreement do not in any way create a company with or without a legal personality, a partnership or a joint venture between the Parties.

#### **Article 14. Confidentiality**

Airscan undertakes to treat in complete confidentiality any information provided by the Customer during the preparation or fulfilment of the Agreement, unless contractually stated otherwise or unless the disclosure of this confidential information is necessary for the fulfilment of the Agreement.

Airscan will not be required to justify the disclosure of confidential information if:

- such confidential information is already in the public domain;
- it was obtained by normal means from third parties, who are not bound by an obligation of confidentiality towards the Customer who initially provided the information concerned, and that these third parties were not bound either by an obligation of confidentiality at the time of the disclosure of the information concerned.
- that it must be disclosed to third parties by order of a law, court decision or a decision made by a competent public authority; or
- it is disclosed to consultants, company auditors, insurers or lawyers, provided that they are bound by a similar obligation of confidentiality.

This obligation of confidentiality will be binding on Airscan as soon as the Agreement comes into force and up to 5 years after its end, regardless of the manner in which the Agreement was terminated.

At the Customer's request, and at the latest at the end of the Agreement, Airscan will return the

specifications, instructions, manuals, diagrams and other printed or reproduced data, as well as any other documents from the Customer or its related companies.

#### **Article 15. Access for Accreditation Bodies**

In accordance with the requirements of our ISO 17025 accreditation by BELAC (BELAC 3-06, §6), the client acknowledges and agrees that representatives of BELAC or other relevant accreditation bodies shall be granted access to sites where Airscan conducts sampling activities. This access is required to enable BELAC to verify compliance with accreditation conditions, investigate complaints, or conduct additional assessments. The client agrees to facilitate such access and provide any necessary cooperation, including access to relevant documentation and personnel involved in the sampling process. Airscan will inform the client in advance of any such visit whenever possible. BELAC representatives will comply with all applicable safety, security, and confidentiality requirements during their visit.

#### **Article 16. Intellectual property**

Airscan's creations (computer materials, analyses, logos, software, office systems, documentation, etc.) are protected by copyright law and remain its full and entire property, unless expressly stated otherwise.

The Customer undertakes not to reproduce, directly or indirectly, in whole or in part, adapt or modify, market or distribute to the members of its staff or to third parties, the computer materials, written documents or other resources which have been provided, without Airscan's prior and written consent.

Airscan declares that it owns the intellectual property rights relating to the products and services marketed and provided to the Customer or that it has obtained from the third party owner the right to make lawful use of such products and services.

The Customer grants Airscan a licence free of charge for it to use its name and logo allowing it to refer to it in its communication and advertising.

#### **Article 17. Data protection**

Airscan refers to the "Confidentiality Notice" ([link here](#)) available on the [www.airscan.org](http://www.airscan.org) website, which complies with the requirements imposed by the General Data Protection Regulations.

#### **Article 18. Liability**

Airscan is liable before the Customer solely for direct damages caused by gross negligence, intentional breaches or the wilful misconduct of Airscan or its employees.

Airscan may never be held liable for indirect, accidental, punitive, incidental or consecutive damage such as, without this list being exhaustive, data loss, data corruption, loss of profits or earnings, loss of sales revenue, financial or economic prejudice, increased overheads, scheduling disruption, business interruption costs, withdrawal and/or relocation costs, resupply costs, harm caused to its reputation or loss of customers, even if such damage was reasonably foreseeable.

Airscan is not liable for damage caused on other grounds.

Airscan may therefore not under any circumstances be held liable for any damage resulting from a (i) defects in the Customer's infrastructure, (ii) any non-fulfilment by the Customer of any of its obligations, (iii) any misuse by the Customer of the Equipment or Program, (iv) any work on the infrastructure that Airscan may be required to carry out following the Customer's request, or (v) any operations and/or changes to the Equipment or to the Program for which Airscan was not previously informed.

Airscan is not liable for damage caused on other grounds. Both the contractual and extra-contractual liability of Airscan is always limited to its insurance cover as well as the amount received excluding VAT in the calendar year concerned, up to a maximum of EUR 20,000.

#### **Article 19. Safeguard clause**

The Customer safeguards Airscan and its agents against any third-party claim, including legal defence costs, and will compensate it in respect of third-party claims relating to damage arising from the violation of these General Terms and Conditions and/or of the Agreement, as well as any damages arising from unlawful use of the Program, the Cloud or the Mobile Application.

#### **Article 20. Dispute settlement**

Airscan and the Customer agree that any disagreement or dispute relating to these General Terms and Conditions or to the Agreement, in respect of their interpretation or application will, insofar as possible, be settled out of court. To this end, the Parties undertake to participate in at least one conciliation meeting by delegating a person with decision-making power, if necessary under the aegis of an independent mediator in accordance with the request of the initiating party, and of bMediation should the other party's agreement not be obtained within fifteen days.

Should this be inconclusive, any disagreement or dispute relating to these General Terms and Conditions or to the Agreement, or arising from their interpretation or application, will be ruled upon definitively by the competent courts and tribunals of the judicial district of Brussels.

Both during the out of court settlement proceedings and during the court proceedings, neither of the Parties will be released from the performance of its obligations resulting from these General Terms and Conditions or the Agreement.

#### **Article 21. General remarks**

The nullity or unenforceability of any of the clauses of these General Terms and Conditions shall not affect the validity or applicability of the other clauses. If necessary, the disputed clause will be replaced by a valid clause which is the closest from an economic point of view to the null or unenforceable clause.

The fact that Airscan does not invoke these General Terms and Conditions at any given time may not be construed as meaning that it foregoes the right to invoke them at a later date.

The Agreement constitutes the entirety of the agreement between the Parties and cancels and replaces any previous negotiations, representations or agreements, whether written or verbal, between the Parties before the date of acceptance of the Offer, unless otherwise stipulated in writing by the Parties in the Special Terms and Conditions.

In the event of an inconsistency between the wording of these General Terms and the Agreement, the wording of the clauses of the Agreement, including its possible appendices, shall prevail. In the event of a contradiction between several language versions of these General Terms and Conditions, the French version shall prevail.

Any changes to the Offer or the Special Terms and Conditions also require Airscan to provide a new Offer to the Customer in advance.

Any communication or notification between Parties will be validly made by registered letter with acknowledgement of receipt at its registered office or by email sent to the contact details mentioned in the Special Terms and Conditions.

#### **Article 22. General Terms and Conditions previously in force**

Between the 01/01/2020 and 28/02/2025, the following general terms and conditions were applicable: version 1.1