

General Conditions of Sale

1. DURATION OF THE LICENSE OR MAINTENANCE AGREEMENT

The agreement is concluded for a subscription period of minimum 12 months, from the effective date, as shown on the last page of the agreement. Following completion of this initial term, this agreement will be automatically extended for a period of twelve (12) months unless the customer provides written notice within three (3) months of the running subscription period.

2. TERMINATION OF THE LICENSE OR MAINTENANCE AGREEMENT

The customer will provide written notice of termination. Upon termination of the agreement, the customer shall cease using of the Service and all outstanding payments shall become immediately due and payable.

3. SERVICES AND POST-WARRANTY SERVICE

3.1. The services to be rendered consist of:

- Remote support: in case of difficulties in the use of the licensed software covered by the present maintenance agreement and which result from "bugs", code errors, documentation errors or problems of interpretation, BMS shall provide software services from the BMS office via free remote assistance. The customer may be asked to work with the BMS engineer as necessary. BMS uses Teamviewer for remote support. The Teamviewer license cost is borne by BMS, no additional license costs are involved for the customer.
- Telephone support to answer queries of an operational or technical nature.
- Assistance on site: in case the reported problems cannot be solved via remote support, a BMS engineer will come on site to solve the problem (travel expenses board and lodging not included).

3.2. Service period

The service period starts every BMSvision Belgium Working day at 8 a.m. and ends at 5 p.m. (CET) from Monday to Friday excluding BMS days off which can be communicated on a yearly basis on request.

3.3. Reporting period

The reporting period is 24 hours a day, 7 days a week. Reporting of software problems is to be done by writing over e-mail to service@bmsvision.com, describing what has happened/is happening and the circumstances in which it has happened/is happening (problem report).

3.4. Response time

During the service period, BMS will start diagnostic and corrective actions within a delay of maximum 1 labor day after receipt of customer's problem report.

3.5. Upgrades of standard systems

- BMS will provide upgrades for standard systems as part of the software subscription services, provided the system has the latest software version at the time the contract is activated and provided the computer has the required memory, disk capacity and operating system platform available to run the new software versions. The customer is responsible for providing the necessary hardware and operating system platforms required to install these upgrades. BMS can quote this separately.
- For systems that do not have the latest software version, there will be an additional charge to bring the system up to date.
- If customer requests for services to be executed at its premises, even in order to keep the software at the appropriate level, this services does not include the BMS engineer's labor and travel hours, travel expenses, board and lodging, extra training, etc., which are at customer's charges and will be quoted.
- Upgrades do not include any software modifications or extra training sessions, which are at customer's charges and will be quoted.

3.6. Out of office hours and holidays hours are charged with a surplus.

3.7. Hardware repairs are handled on a send-in and return basis and repair costs are charged as occurred.

4. OBLIGATIONS OF THE CUSTOMER

4.1. Wiring, mounting and connection of the Hardware

- The customer is responsible for:
 - The production count/cycle, measuring wheels-encoders and automatic stop signals, external relays, indicators, interfaces and any circuitry that may be required in connecting the BMS data units to the machine(s) being monitored.
 - A clean 240v (220v/110v where appropriate) electrical supply to the central system, WDL-Server and data units.
 - DU7 and DU9 data units are powered by 24 V DC or PoE. DU11 data units and WDL-Servers are powered by 220V or PoE.
 - The Ethernet cable for connecting the WDL-Server to the central system. The number of WDL-Servers required depends on the positioning of the machines in the production. It may be that more WDL-Servers are required. These can be quoted separately
 - Local Area Network connection points, provided adjacent to each PC Workstation and Server.
 - All cables for the connection of the data units and connection of the servers and peripherals to the network, and any additional cable protection deemed necessary by the customer's electrical standards, are the responsibility of the customer.
 - All cable laying and mounting of the data units and peripherals is to be done according to BMSvision specifications and will be the responsibility of the customer.
 - Additional cable protection if necessary (e.g. cable-entries, cable conduits and trunkings).
- BMSvision is responsible for:
 - The Data Unit setup and configuration, allowing for proper connectivity and connection with the machine will be executed by the BMS engineer.
 - The number of days of Hardware installation support will be quoted.

4.2. Service support

- When calling for remedial service, customer shall describe to the BMS service representative the symptoms exhibited that indicate malfunction or faulty operation. Customer shall perform such checks, tests and replacements that the service representative may reasonably request that will provide insight into the specific problem and/or result in restoring proper operation without a service intervention.
- In order to be able to give remote support, the customer shall provide remote access to the system via Internet at all time.
- In order to carry out the maintenance or repair work, BMS staff shall have free access to the equipment and software covered by this agreement.
- The customer shall advise BMS immediately in writing of all alterations to the BMS system, or of the conditions of its use likely to affect the maintenance work to be provided by BMS. In such circumstances, either party shall be entitled to an appropriate revision of the price.
- The customer shall ensure that while the work is being carried out at least 1 member of his staff is available to make a decision on whether the task has been carried out well.

5. TRAVEL EXPENSES, LOCAL TRANSPORTATION, FULL BOARD, AND HOTEL EXPENSES OF OUR PERSONNEL

- These expenses are not included in the price and are at customer's charges.
- Travel expenses will be invoiced as occurred (air ticket, train,..) and will be quoted.
- Current hourly rates for traveling time from/to the customer's site will be quoted. Holidays and weekends will have higher rates than working days and will be quoted.
- Hotel and board and lodging will be invoiced as occurred or based on a daily allowance as quoted.

6. REMOTE DIAGNOSTICS ON THE HARDWARE

- In case the system is extended with a VPN connection, system problems can be solved over the phone / Internet. The installation of such a VPN connection is highly recommended. VPN setup, software, installation and initialization are not included in the price and at customer's charges.
- BMS uses Teamviewer for remote support. The Teamviewer license cost is borne by BMS, no additional license costs are involved for the customer.
- A remote connection is a condition for BMS's warranty obligations. Without such remote connection, the software warranty will not come into force.

7. RETENTION OF THE GOODS

- Goods delivered shall, to the extent permitted by the law of the country where the goods are situated after delivery, remain the property of the seller until the payment has been effected. If the law doesn't permit BMSvision to retain the property in the goods, BMS shall be entitled to the benefit of such other rights in respect thereof as such law permits him to retain. The customer shall give the seller every assistance in taking any measures required to protect BMS' property rights or such other rights as aforesaid.

8. WARRANTY AND SERVICE

- BMSvision Hardware: one (1) year from delivery. Shipping charges not included.
- BMS shall ensure that the maintenance and repair work is carried out in accordance with all the common rules of good workmanship.
- The limited guarantee does not cover normal maintenance nor normal wear and tear, nor use under circumstances exceeding specifications, abuse, unauthorized repair or alteration, lack of proper maintenance or damages caused by causes such as fire, storm or flood.

9. CHARGES AND PAYMENTS

- 9.1 The invoices are payable at thirty (30) days from date of invoice.
- 9.2 The contractual charges will be invoiced yearly, unless otherwise agreed, minimum thirty (30) days before the start of the period, in accordance with the prices listed in the contract, plus, if applicable V.A.T. and other taxes in addition to or instead of V.A.T.
- 9.3 Charges for services not covered by the contract shall be invoiced immediately.
- 9.4 Failure of customer to pay when due any charges incurred from BMS will constitute sufficient cause for BMS to suspend or terminate service under this agreement, and therefore, BMS will have no further obligation to perform hereunder.
- 9.5 In the event of non payment of all or part of the debt at maturity, without serious justification, the outstanding balance due shall, after formal notice, be increased by 12% with a minimum of 50 euro
- 9.6 The prices of the present contract can increase by max. 5% in 1 year. A price increase will be announced in writing with 3-month prior notice. The prices will not be increased within 12 months from the date of signature of this contract.
- 9.7 In the event that the cost of goods or services supplied to BMSvision by its suppliers relevant to this contract increases by more than **5% in one year** during the term of this Agreement, BMSvision reserves the right to adjust its prices accordingly, after notification thereof to the customer.
- 9.8 Payment condition: all bank cost at customer charges. BMSvision does not charge any extra surcharge admin invoice costs. In case however the customer requires more than two (2) reminders for outstanding invoices, an additional administrative surcharge of 135 EUR per occurrence will be applied.

10. LIMITATION OF LIABILITY

- In no case BMSvision shall be liable for loss of production, loss of contracts or any other indirect or consequential damage that may be suffered by purchaser.
- Liability shall always be limited to the amount paid by customer in the last calendar year of the contract.

11. FORCE MAJEURE

- If the failure of either of the parties to perform any obligation contained in this agreement is caused by an act of God, force majeure, or any cause beyond its control, that failure shall not be grounds for holding such party liable for breach of this agreement. However, the party claiming the benefit of this provision must use due diligence to remove any such causes, and resume performance under this agreement as soon as possible, performance for the other party being suspended and excused in the meanwhile.

12. MISCELLANEOUS

- The delivery period shall run from the date of formation of the contract, or from it coming into force if this has been subordinated to the receipt of advances or to the issuance of a letter of credit or of an import license.
- Unless otherwise agreed, timings provided for in the contract are best estimates, possible delays will never cause cancellation neither right to compensation.
Should delay be caused by force majeure or by acts or omission of the customer, there shall be granted such extension of delivery period as is reasonable having regard to all circumstances.
- The contract and its annexes, general terms and conditions, together with the quote and the invoices, contain the full agreement between the parties, and cancel and replace all previous written or oral agreements with the same object. In case of contradiction, the quote prevails.
- The agreement may not be assigned to third parties either wholly or partially without prior agreement from the other party.
- Any amendments or additions to the agreement shall be in writing and signed by both parties.
- Customer agrees that BMS will not be liable for any special, indirect, or consequential damages hereunder, including, but not limited to the loss of data or information of any kind, or loss of profits, however caused.
- If either party will neglect or fail to perform any of its obligations hereunder, or if any assignment will be made of its business for benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer will be appointed to take charge of part of all of its property, or if either party is adjudged bankrupt, and such condition is not remedied within twenty (20) days after written agreement, the agreement will be void.
- Any terms and conditions in any purchase order or other instrument issued by customer in connection with this agreement which are in addition to or are inconsistent with the terms and conditions of this agreement, will not become a part of this agreement and will not be binding for BMS.
- This agreement is governed by the Belgian law. Any disputes shall be settled by the competent court of law at Kortrijk.

Valid as from January 2025