

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply in principle to all orders submitted to PPA-ELECTRONICS, trading under the name DOCKMATE, and therefore to the exclusion of the buyer's general terms and conditions, unless expressly agreed otherwise in writing.

PREFACE - INTRODUCTION: DOCKMATE offers high-quality, tailor-made products for sale on the international market, possibly through distributors, for the manoeuvring of vessels.

SCOPE:

Every agreement entered into by DOCKMATE is governed by the current general terms and conditions. In the order confirmation, the customer is invited to confirm that only the DOCKMATE general terms and conditions apply in the contractual relationship. What has been negotiated and explicitly stated takes precedence over the general terms and conditions.

The customer can take note of the general terms and conditions of DOCKMATE via a link on its website <https://dockmate.eu/terms-conditions/> and the e-mail correspondence from DOCKMATE in connection with a possible order. These general terms and conditions are made available on a durable medium

(pdf), which the customer can save and/or print unchanged so that they can easily be consulted by the customer afterwards. With the price quotation, the customer is informed of the general terms and conditions so that he can accept them and the customer is explicitly asked to acknowledge that he has taken note of the general terms and conditions and that he accepts them. The Dutch version of the general terms and conditions always takes precedence in case of any ambiguities.

The agreement is only concluded by the customer signing the price quotation after an order or confirmation of the quotation by the customer by e-mail.

1. Offer and conclusion of agreement - description of the goods - delivery times.

- 1.1. The price quotations drawn up by DOCKMATE are always without obligation, without any commitments on DOCKMATE's part being derived from them, unless stated otherwise in writing. The price quotations are in any case only valid for one month, unless expressly deviated from in the price quotation. Every order placed by the customer is binding on the customer, but DOCKMATE can only be obliged after written acceptance of the order by DOCKMATE. Any change to the order is always at the expense of the customer.

- 1.2. An agreement is concluded when the customer confirms an offer (price quotation) from DOCKMATE in writing (or by correspondence or e-mail). Through this confirmation, the parties are contractually bound and the customer undertakes to purchase.
 - 1.3. The goods will be delivered as stated in the order confirmation.
 - 1.4. Delivery times are provided for information purposes only and are therefore not binding but merely indicative. Delay in delivery does not affect the legal validity of the agreement and does not grant the customer any claims (e.g. termination of the agreement, withholding of payment, price reduction, compensation, refusal of the goods) against DOCKMATE. DOCKMATE is therefore not liable for any delay in delivery of the ordered goods. No delay can give rise to payment of damages or termination of the agreement.
2. Price.
- 2.1. The price is as stated on the order confirmation.
 - 2.2. The price is exclusive of transport costs to the place of destination of the goods and exclusive of VAT, insurance premium and any other taxes, unless the order confirmation states otherwise.
3. Delivery and transport by customer.
- 3.1. The goods are deemed to have been delivered to the customer as soon as they have reached the place of destination as indicated in the order confirmation.
 - 3.2. DOCKMATE is responsible for organizing the transport of goods to this destination.
 - 3.3. The risk regarding the goods rests with DOCKMATE until the moment the goods reach the destination; from that moment on the risk is for the customer.
 - 3.4. However, insofar as the customer is responsible for the organization of the transport of the goods, the risk regarding the goods passes to the customer when the goods leave the branches or affiliates of DOCKMATE; From that moment on the risk is for the customer. The goods are then deemed to have been delivered to the customer upon delivery to the customer or third parties commissioned by the customer to transport the goods.
 - 3.5. Delivery of the goods also implies acceptance of these goods by the customer.
 - 3.6. Any visible defects in the goods are therefore covered from this delivery. The same applies to any non-conformity between delivered and sold goods.
4. Payment - B2B.
- 4.1. All prices stated by DOCKMATE are sales prices excluding VAT. Transport costs, taxes and insurance of these goods are also not included.
 - 4.2. Unless otherwise agreed in writing, the price is payable in cash upon receipt of the invoice, at the registered office of DOCKMATE as indicated on the order confirmation. Bank charges are borne by the customer.
 - 4.3. In the event of non-payment, on the due date of the invoice, of the price or the outstanding balance thereof, this will be increased by a compensation of 10% of this price or balance (with a minimum compensation of EUR 150), which corresponds to the inconvenience that DOCKMATE thus experiences, and to the administrative costs incurred in this context. In addition, the price or the outstanding balance thereof may then and from the due date of the invoice also be increased with conventional late payment interest at 12% per year. The

forementioned compensation and conventional late payment interest are due automatically without any notice being required. The conventional late payment interest is calculated per month started.

- 4.4. Non-payment, even partial, of the price on the due date of an invoice makes the balance due on all other invoices, even those that have not expired, immediately due and payable automatically and without prior notice of default.
- 4.5. If the customer has several outstanding debts towards DOCKMATE, a partial payment will be allocated at the discretion of DOCKMATE. If DOCKMATE does not take any initiative in this regard, the debt will be allocated to the debt for which DOCKMATE has the greatest interest in having it paid.
- 4.6. Drawing and/or accepting bills of exchange or other negotiable documents does not constitute a novation and does not constitute a deviation from the terms and conditions.
- 4.7. Without prejudice to the provisions of sub art. 3.4. of the current conditions, protests regarding a deferred invoice must be formulated in writing by the customer within 14 days after dispatch of the invoice in question. A protest formulated after this period has expired will be considered non-existent. A protest formulated in time does not grant the customer the right to withhold payment.
- 4.8. DOCKMATE irrefutably proves that its invoice has been sent and received by the customer by entering this invoice in its outgoing invoice book, without prejudice to DOCKMATE's right to use other means of evidence available to it in this regard.
- 4.9. All costs incurred to collect the price and adhere to it are recoverable from the customer.
- 4.10. The customer undertakes to be liable for all taxes and costs of whatever nature that could result from the use of the ordered materials and/or services. The customer also undertakes to be liable for any theft, fire, accidents and/or damage caused by these goods or materials, in order to fully relieve DOCKMATE.

5. Payment - B2C.

- 5.1. Unless otherwise agreed, the price is payable in cash and without discount at the registered office of DOCKMATE upon receipt of the invoice. Bank charges are borne by the customer.
- 5.2. In the event of (complete or partial) non-payment, on the due date of the invoice, of the price, or the outstanding balance thereof, this will be increased with late payment interest equal to the interest at the reference interest rate increased by 8 percentage points. as referred to in Article 5, paragraph 2 of the Act of 2 August 2002 on Combating Late Payment in Commercial Transactions. The late payment interest will be charged in accordance with art. XIX.2, §4, paragraph 1 of the Code of Economic Law by DOCKMATE, as an SME within the meaning of art. XIX.2, §4, paragraph 2 of the Code of Economic Law and art. 1:24, §1 of the Code of Companies and Associations, charged from the calendar day following the day on which the first payment reminder was sent to the customer.

The unpaid price of the invoice or the outstanding balance thereof can also be increased by a fixed compensation calculated in accordance with art. XIX.4, 2° WER of the Economic Law Code:

- 20.00 euros if the balance due is less than or equal to 150.00 euros;
- 30.00 euros plus 10% of the amount due on the bracket between 150.01 and 500 euros if the balance due is between 150.01 and 500.00 euros;

65.00 euros plus 5% of the amount due on the bracket above
500.00 euros with a maximum of 2,000.00 euros if the balance due is higher than
500.00 euros.

The late payment interest and the fixed compensation are only due after sending a free notice of default, in the form of a first payment reminder, in accordance with art. XIX.2, §3 of the Economic Law Code and art. 5.231 of the Civil Code and after a payment term of at least 14 calendar days, commencing on the third working day after the day of sending (or on the first calendar day after the day of electronic sending) of the reminder to the customer, has expired without payment having occurred.

- 5.3. All costs incurred for judicial collection of the price and its attachment are recoverable from the customer. The legal compensation in favour of DOCKMATE covers the maximum amount due.

6. Dissolution and cancellation

- 6.1. Notwithstanding the above-mentioned provisions regarding late payment interest and fixed compensation, the agreement will, if DOCKMATE so chooses, be dissolved automatically and without notice, subject to mere notification to the customer, at the expense of the customer.:

- when the customer has not (timely) fulfilled his payment obligation or any other obligation with regard to DOCKMATE;
- when the customer was declared bankrupt;
- when the customer has requested a judicial settlement;
- when the customer was placed in liquidation or his state of insolvency was established;
- when the customer has applied for collective debt settlement;
- when DOCKMATE's confidence in the customer's creditworthiness is shaken by acts of judicial execution at its expense and/or identifiable other events that question and/or make impossible the confidence in the proper execution of the customer's obligations;
- when the (working) conditions on the site either pose a danger or make the performance of DOCKMATE's performance impossible.

The agreement will then be dissolved at the expense of the customer, without prejudice to the right to replacement and/or additional compensation to DOCKMATE, if there are grounds for this. Such termination never gives the customer a right to compensation from DOCKMATE.

Any advances already paid by the customer may be retained by DOCKMATE in the above-mentioned circumstances.

- 6.2. The customer may terminate the agreement at the expense of DOCKMATE in the event of serious, attributable non-compliance by DOCKMATE with its obligations which continues after the expiry of one month after written notice of execution by the customer and insofar as the customer has no payment arrears in the past.

The customer is prohibited from extrajudicial replacement of DOCKMATE.

- 6.3. Any cancellation of a confirmed order must be made in writing by electronic or registered mail and is only valid to the extent that it is accepted by DOCKMATE. In any case, a lump sum compensation of 50% of the price stated on the order confirmation is due.

7. Retention of title.

- 7.1. The sold goods remain the full property of DOCKMATE until full payment of the price, including fees (e.g. costs, interest, etc.). The sold goods always remain the property of DOCKMATE.
- 7.2. The retention of title also extends to the goods in which or to which the goods sold under retention of title have been processed or incorporated or transformed.
- 7.3 All claims that the customer has with regard to the goods sold under retention of title and the goods in or to which the goods under goods sold under retention of title have been processed or incorporated, respectively transformed, possession, or will acquire in the future, against any third party (e.g. third-party customer, a third party who damages or destroys the aforementioned goods, an insurer, ...) are automatically transferred to DOCKMATE as long as and to the extent that his debt claim with regard to the price and its incidentals has not been paid. The customer is obliged to notify the transfer of the claim in question to the debtor of this claim and to submit proof of this notification to DOCKMATE. DOCKMATE can also notify the debtor concerned of the assignment of the claim; However, the possibility to do so on the part of DOCKMATE does not affect the notification obligations in this regard on the part of the customer.

8. Indemnification due to defectiveness (defectiveness and/or non-conformity with the goods sold) of the goods.

- 8.1. With regard to hidden defects of the goods, DOCKMATE is only liable for indemnification for serious, hidden defects to the goods that arise from raw material and/or manufacturing defects, all other causes being excluded, and which existed, at least from the start, at the time of the delivery; conclusion of the agreement.
- 8.2. Any defect in the goods or non-conformity must be reported in writing to DOCKMATE immediately, without any delay, and in any case within 7 calendar days after discovery of the defect.
- 8.3. Without prejudice to the provisions of art. 3.4. of the current conditions, any legal action to obtain indemnification from DOCKMATE due to defects in the goods and/or non-conformity thereof with the goods sold must be instituted before processing and/or resale thereof and in any case within a period of one month, starting from the delivery of these goods, this period being an expiry period, not subject to interruption or suspension.
- 8.4. The indemnification obligation that DOCKMATE may incur is in any case limited, at DOCKMATE's discretion, either to the refund, without incidentals, of the price paid for the defective goods, or to the free replacement of the defective goods if still possible (e.g. goods still in stock); the replacement being free of charge only applies to the price of the goods; the costs associated with the return of defective goods with a view to this replacement being free of charge are therefore always borne by the customer.

- 8.5. Indirect or implied damage such as loss of production, loss of time, loss of profit, damage to third parties, etc., caused by defective goods, is therefore never eligible for compensation by DOCKMATE.
- 8.6. Damage, direct or indirect, caused by further use of defective goods is never eligible for compensation by DOCKMATE.
- 8.7. DOCKMATE's liability towards the customer is always limited to direct and immediate damage and, where possible, will be repaired in kind by replacing the damaged goods, up to a maximum of the order entrusted to DOCKMATE.
- 8.8. Any compensation to the customer is always limited to a maximum of the amount of the relevant order confirmation, or limited to the amount for which the insurance is prepared to pay.

9. Contractual breach.

- 9.1. In the event of contractual non-performance by the customer, DOCKMATE reserves the right to either terminate the current assignment with the definitive acquisition of the advance payment already paid and with a fixed and irreducible compensation stipulated at 50% of the gross value of the agreement, or to demand the further execution of the current agreement.

10. Force majeure.

- 10.1. Force majeure includes: war, riots, strikes, disasters, pandemic, accidents, fire, theft, flooding, bad weather, personnel shortages, strikes, lock-outs, illness, defects in the packaging of goods, fuel shortages, electricity - and gas shortages, shortages of equipment and materials necessary for the execution of the order, and all causes not attributable to DOCKMATE that prevent or hinder the supply and/or production and/or means of transport of DOCKMATE or the deliveries by DOCKMATE. DOCKMATE is also not liable for the non-execution or inadequate execution of its obligations as a result of force majeure in the broadest sense of the word, nor as a result of inadequate performance by any subcontractors. In the event of non-execution of the order due to force majeure, the advance already paid remains definitively acquired as compensation for the preparations and administration costs already carried out.
- 10.2. Force majeure on the part of DOCKMATE gives it the right - subject to mere notification to the customer - either to suspend the performance of its obligations as long as the force majeure situation persists, or to consider the agreement as dissolved - and this without any obligation to pay compensation to the customer - when the force majeure situation in question makes the performance of its obligations definitively impossible or pointless.
- 10.3. The aforementioned suspension of the execution of DOCKMATE's obligations does not affect the legal validity of the agreement and does not grant the customer any rights (e.g. termination of the agreement, withholding of payment, price reduction, compensation, refusal of the goods) against DOCKMATE.

11. Non-execution exception.

- 11.1. On the other hand, if there are identifiable reasons or suspicions that the customer will not be able to honour his payment obligation to DOCKMATE, or will not actually honour it, DOCKMATE is entitled, without prejudice to its right, to terminate the agreement to the detriment of the customer with compensation if it prefers, to suspend its performance, subject to mere notification to the customer, as long as the customer's default persists, at least as long as the customer does not provide a concrete and undeniable guarantee for proper and timely performance.
- 11.2. The customer is only entitled to withhold payment from DOCKMATE in the event of an identifiable, serious error on the part of DOCKMATE that has not been remedied by it within one month after a written reminder and insofar as the customer has no payment arrears in the past.

12. Right of withdrawal - B2C.

- 12.1. The customer has the right to inform DOCKMATE that he renounces from the purchase, without payment of a penalty and without giving a reason, within 14 days from the day following the delivery of the goods. DOCKMATE may ask the customer for the reason for withdrawal, but may not oblige the customer to state his reason(s).
- 12.2. The cooling-off period referred to in paragraph 1 commences on the day after the customer, or a third party designated in advance by the customer, who is not the carrier, has received the product.
- 12.3. This right of withdrawal does not apply to products manufactured according to customer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the customer, or which are clearly intended for a specific person;
- 12.4. During the cooling-off period, the customer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the customer may only handle and inspect the product as he would be allowed to do on site.
- 12.5. The customer is solely liable for depreciation of the product that is the result of handling the product that goes beyond what is permitted in paragraph 1.
- 12.6. To exercise the right of withdrawal, the customer must inform the company of his decision to withdraw from the contract by an unequivocal statement (e.g. in writing by post, fax or e-mail).
- 12.7. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the customer shall return the product at his expense or bring it to one of the DOCKMATE branches. The customer is on time if he returns the goods before the period of 14 days has expired.
- 12.8. The customer returns the product with all supplied accessories (this concerns, among other things, the packaging, box, product, documentation, cables), if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by DOCKMATE.
- 12.9. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the customer.
- 12.10. If the customer exercises his right of withdrawal, all additional agreements will be terminated automatically.
- 12.11. If the returned product has been reduced in value in any way, DOCKMATE reserves the right to hold the customer liable and claim damages for any reduction in value of the goods

resulting from the customer's use of the goods that goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

- 12.12. If DOCKMATE enables the notification of withdrawal by the customer electronically, DOCKMATE will send an acknowledgement of receipt immediately upon receipt of this notification.
- 12.13. In the event of valid and legally correct use of the above-mentioned right of renunciation, DOCKMATE will refund the price paid by the customer within 14 days. DOCKMATE will use the same payment method that the customer used for the refund, unless the customer agrees to another method. The refund is free of charge for the customer.,
- 12.14. DOCKMATE will reimburse any delivery costs to the customer for the returned product
- 12.15. If the customer has chosen a more expensive method of delivery than the cheapest standard delivery, DOCKMATE does not have to reimburse the additional costs for the more expensive method.

13. Exclusion of right of withdrawal.

- 13.1. DOCKMATE can exclude the following products and services from the right of withdrawal, but only if DOCKMATE has clearly stated this in the offer, at least in time before concluding the agreement:
 - A. Service agreements, after full performance of the service, but only if:
 1. the execution has started with the express prior consent of the customer; and,
 2. the customer has declared that he loses his right of withdrawal as soon as DOCKMATE has fully executed the agreement;
 - B. Products manufactured to customer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the customer, or which are clearly intended for a specific person;
 - C. The right of withdrawal does not apply to: 1) orders for tailor-made products, 2) all items that have been personalized.

14. Warranty - only in B2C.

- 14.1. DOCKMATE guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/ or government regulations.
- 14.2. By virtue of the law of September 21, 2004 on the protection of customers in the sale of consumer goods, the customer has legal rights. This legal warranty is in principle two years, but DOCKMATE automatically provides a three-year warranty that applies from delivery of the good to the consumer.
- 14.3. Any commercial guarantee does not affect these rights.
- 14.4. To invoke the warranty, the customer must provide proof of purchase.
- 14.5. If a defect is discovered, the customer must inform DOCKMATE as soon as possible and the product in question may no longer be used. In any case, any defect must be reported to

DOCKMATE within 7 calendar days of its discovery by the customer. Afterwards, any right to repair or replacement expires.

- 14.6. The (commercial and/or legal) warranty never applies to defects that arise as a result of accidents, neglect, falls, use of the item contrary to the purpose for which it was designed, failure to comply with the instructions for use, adjustments or changes to the article, rough use, poor maintenance, or any other abnormal or incorrect use.
- 14.7. Defects that manifest themselves after a period of 6 months following the date of purchase, or delivery if applicable, are deemed not to be hidden defects, unless the customer proves otherwise.

15. Disputes.

- 15.1. In the event of a dispute between DOCKMATE and a customer with a registered office outside Belgium and without a branch in Belgium, but where the customer is assisted and/or represented by a lawyer with an office in Belgium, this customer is always deemed to have made a choice of residence at the office of this lawyer
- 15.2. In the event of a dispute between the parties regarding the agreement (e.g. regarding its origin, continuation, execution, interpretation, etc.), the courts of Antwerp are exclusively competent to settle the dispute.
- 15.3. Only Belgian law, to the exclusion of international regulations applicable in Belgium (e.g. Vienna Sales Convention), applies to the agreement between the parties, with regard to all aspects thereof (e.g. origin, continuation, execution, interpretation, etc..).

16. Nullity

- 16.1. If one or more clauses in this agreement are null and void or should be annulled, the other provisions of this agreement will remain fully applicable. The nullity of one of the clauses of this agreement will therefore under no circumstances give rise to the nullity of the agreement itself. The null and void clause will then be interpreted and applied by the parties in a manner that approximates as far as possible the purpose and scope of the original clause.