

## **GENERAL TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES CARGEN GROUP BV**

### **1. General**

**1.1** These are the General Terms and Conditions of Sale of Cargen Group BV (hereinafter “Cargen”), with its registered office at Scheldedijk 30, Haven 1025, B-2070 Zwijndrecht, with VAT number 1005.355.114, RPR Antwerp.

**1.2** These conditions apply to all requests for quotations, offers, orders, order confirmations, and agreements exchanged between or entered into by Cargen and the customer concerning the sale and rental of goods and/or services.

**1.3** By signing an agreement with Cargen and/or accepting Cargen’s offer and/or signing these General Terms and Conditions of Sale, the customer acknowledges having read these General Terms and Conditions of Sale (hereinafter “General Terms”) and accepts them without reservation. The customer also confirms that Cargen’s General Terms always take precedence over the customer’s general terms, even in the case of conflicting provisions between both sets of conditions. In other words, the parties expressly exclude the application of Article 5.23, paragraphs 3 and 4 of the (Belgian) Civil Code, and agree that the “knock-out rule” contained therein does not apply to their contractual relationship.

### **2. Quotation and Price**

**2.1** All Cargen’s offers remain valid for a maximum of thirty days from the date of the offer unless otherwise stated in the offer.

The prices stated in the offer are in Euros and exclude taxes, duties, and any other costs unless otherwise stated in the offer.

**2.2** All offers from Cargen and any subsequent agreements with the customer are always based on the information provided by the customer, including but not limited to the “Information Questionnaire for Returning Product (VIP)”. This information is presumed to be current, correct, and complete, and only the customer guarantees the accuracy and relevance of all information provided to Cargen, such as drawings, plans, air and water flow rates, production data, concentrations, etc.

Cargen can never be held liable for any damage resulting from incorrect information provided by the customer.

**2.3** Offers may always be withdrawn or adjusted by Cargen until they are (formally) accepted by the customer.

Even after (formal) acceptance by the customer, Cargen reserves the right to adjust the prices stated in the offer or provide the customer with a new offer due to errors in or changes to the information provided by the customer, or due to (unexpected) price changes based on parameters that represent real costs or unavailability of goods and services for which Cargen

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relies on or is dependent on third parties. Material errors in offers affecting pricing may also be corrected at any time by Cargen.

In any of these cases, price changes will only be implemented for a valid reason from Cargen and with prior notification to the customer.

**2.4** The receipt of catalogs, price lists, brochures, etc., or any references on Cargen's website should not be considered an official offer from Cargen to the customer. The conditions in these documents may also be changed at any time at Cargen's sole discretion, without prior notice to the customer.

**2.5** Cargen cannot be required to supply the goods and services specified in the offer and/or to take back saturated adsorbents, including activated carbon (i.e., waste stream) for reactivation or processing at the proposed rate, following any intervention by the Flemish, Belgian, or foreign government that is likely to influence this offer. In such a case, Cargen cannot be held liable for any damage of any kind that the customer might suffer as a result.

### 3. Invoices and Payment

**3.1** Our invoices are always payable as stated on the invoice within the payment term specified in the offer or agreement. If no payment term is specified in the offer or agreement, our invoices are payable within thirty days of the invoice date. In exceptional cases, Cargen may impose different payment terms, such as prepayment.

The customer does not have the right to suspend payment obligations to Cargen or offset amounts Cargen owes the customer against outstanding invoices.

**3.2** Invoices that are not disputed by registered mail within ten calendar days from the invoice date are considered definitively accepted and prove the underlying legal act.

**3.3** In the event of non-payment and without prior notice of default being required, interest will be charged at a rate of 12.5% per year from the day after the due date until full payment. If the applicable statutory interest rate differs from the above percentage, Cargen reserves the right to claim default interest in accordance with the statutory interest rate.

In addition to and above the default interest, a lump-sum compensation for extrajudicial collection costs will be due, amounting to 10% of the invoice amount, with a minimum of €125 per invoice, unless higher damages are proven as a result of the collection of the invoices.

In the event of non-payment of any of Cargen's invoices within the specified period by the customer, all outstanding amounts owed to Cargen by that customer will automatically and immediately become due and payable, regardless of previously agreed payment terms.

**3.4** Cargen always has the right to offset the unpaid amount against any amount Cargen may still owe the customer. Moreover, Cargen reserves the right to suspend all services (such as but not limited to rental, delivery, etc.) to the customer without prior notice if payment of the invoice is not timely or if the customer shows signs of financial incapacity or negative solvency, until the customer has paid all amounts owed to Cargen in full. In such a case, Cargen also has the right to collect all delivered goods (such as but not limited to filters, etc.) and charge the customer

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for all additional costs involved. The customer expressly agrees to Cargen's right of retention and guarantees Cargen free access to the location where the goods are located.

#### 4. Order Cancellation and Termination of the Agreement

**4.1** The customer can only cancel the order described in the agreement with the customer in writing. In the event of cancellation by the customer or if the order cannot be executed due to the customer's actions, Cargen's damages will be assessed at a minimum of 30% of the quoted price, without prejudice to Cargen's right to prove higher damages or to demand performance of the agreement. This provision is without prejudice to what is described in Article 10.3.7 regarding the cancellation of an agreement for the rental of goods by the customer.

**4.2** If delivery is canceled less than 24 hours before the scheduled delivery date, the full cost of the unsuccessful transport will be invoiced to the customer.

**4.3** Cargen reserves the right to immediately terminate all agreements with the customer without prior notice and without being liable for any compensation to the customer in case of:

- Repeated late or incomplete payment of one or more invoices;
- Non-compliance with the agreement and/or the general terms and conditions by the customer and/or any breach of contract by the customer that is not remedied within a maximum of fifteen days after written and registered notice of default;
- The impossibility of maintaining a normal, acceptable commercial relationship between the customer and Cargen due to the customer's actions (e.g., fraud, environmental violations, etc.);
- Bankruptcy, liquidation, judicial reorganization, dissolution, or cessation of the activity that is the subject of the agreement with Cargen;
- Change of control over the customer.

#### 5. Delivery, Operation, and Collection

##### 5.1 Delivery

**5.1.1** Cargen never guarantees that deliveries, exchanges, or collections of goods and/or services will be carried out on the agreed dates and is therefore only bound to an obligation of effort in this regard.

**5.1.2** The delivery of large "L" filters, i.e., with a volume > 3 m<sup>3</sup>, always takes place DPU (Incoterms 2020: Delivered at place unloaded). Cargen is therefore responsible for the transport to and unloading of the large "L" filters at the customer's location. Once the large "L" filters, including their contents, are unloaded at the customer's site, the risk of loss, damage, or destruction passes to the customer.

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The delivery of small "S" filters, i.e., with a volume  $< 3 \text{ m}^3$ , and any other goods always takes place DAP (Incoterms 2020: Delivered at place). Cargen is responsible for the transport of the small "S" filters and any other goods to the customer. Once the small "S" filters, including their contents, and/or other goods are delivered to the customer's site, without being unloaded, the risk of loss, damage, or destruction passes to the customer.

**5.1.3** The customer acknowledges their responsibility to ensure there is sufficient space to deliver and/or exchange the necessary goods. The customer is also responsible for providing a sufficiently stable ground where the truck can temporarily station, and the filters can be safely placed for use. Please refer to the "Installation" documents for each filter type.

**5.1.4** If goods cannot be delivered and/or unloaded at the customer's site for any reason, such as lack of space, lack of necessary equipment, absence of responsible person(s) on-site, unsafe conditions, lack of stable ground, etc., delivery will not take place. In such cases, transport costs will still be invoiced. Any additional costs for a second delivery attempt will also be charged to the customer.

**5.1.5** Except for unloading, respectively loading and moving small "S" filters (volume  $< 3 \text{ m}^3$ ) to and from the worksite, the customer will not transport the large "L" and/or small "S" filters themselves, even on their own premises. The customer also confirms not using the delivered filters at any other locations than those contractually agreed with Cargen.

If the goods are placed on land not owned by the customer, the customer must inform the landowner in writing of Cargen's ownership rights to the goods before delivery, in accordance with the provisions in Article 9. Cargen reserves the right to inform the landowner if necessary. The customer will indemnify Cargen for damage to the goods while they are on land not owned by the customer.

**5.1.6** Before delivery, the customer will provide Cargen with all applicable company-specific regulations and rules of the location where delivery must take place.

## 5.2 Operation

**5.2.1** Cargen delivers, sells, and rents all goods in their current condition.

**5.2.2** If not already done by Cargen, the customer may only fill the delivered filters with adsorbents, such as activated carbon, supplied by Cargen. The customer will not replace the adsorbents, including activated carbon, in Cargen's filters themselves. The customer is not permitted to remove the adsorbents (saturated or otherwise), including activated carbon, from Cargen's filters before, during, or after use. The customer is solely responsible for any damage to the filters resulting from any action that violates this Article 5.2.2. All repair and/or replacement costs will be charged to the customer in that case.

**5.2.3** Immediately after delivery of the goods, the customer must check that the correct goods have been delivered. Any defects must be reported by the customer as stated in Article 10.1.

**5.2.4** All values and specifications regarding Cargen's goods and/or services mentioned in, among others, offers, technical data sheets, user manuals, or any communication between Cargen and the customer are purely indicative and non-binding. Due to many (external) factors

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beyond Cargen's control, as well as how the customer sets up the goods, these values and specifications in no way guarantee the efficient operation of the delivered goods and/or services. The customer agrees not to hold Cargen liable for achieving a predetermined yield or result based on the use of goods and/or services sold or made available (i.e., rented) by Cargen. Deviations from these values and specifications will not give rise to any claim for compensation by the customer, suspension of payment by the customer, or dissolution of the agreement by the customer.

The customer will also indemnify Cargen against all claims by third parties relating to the use of goods and/or services provided by Cargen to the customer.

**5.2.5** The customer has full responsibility for obtaining and/or renewing all necessary permits for the use of goods and/or services delivered by Cargen, including but not limited to environmental permits.

### **5.3 Collection and/or Exchange of Goods**

**5.3.1** If a filter and/or any other goods need to be exchanged or collected from the customer or another location at the request of the customer or Cargen, it is the sole responsibility of the customer to point out the correct filter and/or any other goods to the transporter. If this does not happen or happens incorrectly, the customer is solely responsible for the consequences of the failure to exchange or collect the correct goods. Any additional costs arising from this will be entirely at the customer's expense.

**5.3.2** Before collection and/or exchange by Cargen of the filter and/or any other goods, these goods must be undamaged and thoroughly cleaned externally.

If no (sufficient) cleaning is performed or if repairs are necessary in accordance with Article 10.3.3, all costs for repairs, cleaning, or other required actions will be charged to the customer.

## **6. Additional Work and Subcontracting**

**6.1** Additional work includes all services not explicitly listed in the offer. This additional work will be performed at the hourly rates mentioned in the offer if applicable.

**6.2** Cargen may use subcontractors to fulfill its obligations under the agreement with the customer. The customer will provide these subcontractors with access to their location in accordance with the agreements made with Cargen.

## 7. Liability

7.1 Cargen will endeavor to deliver the goods and/or services in a professional manner and to the best of its ability. However, the customer acknowledges and confirms that Cargen's obligations under any agreement are always best-efforts obligations and can in no way be considered result-based obligations. If Cargen has a valid reason for not delivering the goods and/or services as agreed, the customer cannot claim any compensation.

7.2 Unless there is intent, gross negligence, or gross misconduct by Cargen or its agents, and without prejudice to other provisions of these General Terms, Cargen's liability for damage caused in connection with the sale, rental, and delivery of goods and services and in the event of a defective service or good is limited to the items and amounts for which Cargen is insured. Any liability claim must be made by registered mail to Cargen within seven working days following the moment when the customer becomes aware or should reasonably have become aware of the damage, and any legal action for liability by the customer must be brought before the competent court within six months from that same moment.

7.3 Unless there is intent, gross negligence, or gross misconduct by Cargen or its agents, and without prejudice to other provisions of these General Terms, Cargen is never liable for:

- Claims from third parties, including government agencies, against the customer for missing permits and/or violation of certain legal provisions, such as but not limited to environmental laws, spatial planning, and safety regulations, in the use of goods and/or services provided by Cargen;
- The results of the (purification) process at the customer's facility for which the customer uses goods and/or services from Cargen, such as but not limited to capacity issues, optimal operating conditions, leaks, emissions, etc., since Cargen's goods are only part of the larger purification process of the customer;
- Damage caused by Cargen's goods due to improper, careless, delayed, incomplete, unauthorized manipulation (i.e., start-up, maintenance, repair, etc.) of these goods by the customer, its agents, and/or third parties;
- Damage resulting from wear and tear of the goods, chemical influences on these goods, or the environment in which the goods are used.

7.4 In any case, Cargen is never liable for indirect damage, including but not limited to damage that is not the direct result of a shortcoming, loss of goodwill, damage due to business interruption, reputational damage, lost profits and revenues, missed savings, costs related to the recall of goods delivered by us, (damage) compensations (including fines) owed to third parties, and delay damages.

7.5 If Cargen delivers a defective good and/or service to the customer, its liability is in any case limited to one of the following options:

- Crediting the relevant invoices or parts thereof for (the defective part of) the service or good;
- Repair or replacement of (the defective part of) the service or good;
- New delivery of (the defective part of) the service or good;
- Payment of compensation equal to the invoice amount paid by the customer for (the defective part of) the good and/or for the rental of the relevant defective good (in the case of rental).



Both parties will jointly choose one of these options, taking the customer's wishes into account as much as possible. In the absence of agreement between the parties, Cargen will determine the final choice.

To claim such damages, the customer must prove that they are in no way responsible for the defect in the good and/or service.

## 8. Force Majeure

**8.1** Force majeure occurs when Cargen, due to any unforeseen event beyond Cargen's reasonable control or any foreseeable event whose consequences cannot reasonably be avoided, is temporarily or permanently unable to perform one or more of its obligations under the agreement with the customer.

If there is a temporary impossibility, Cargen is entitled to suspend the performance of its obligations for as long as the force majeure situation lasts, plus a reasonable reorganization period. The customer may suspend their own obligations while the force majeure situation continues but has no right to compensation as a result of Cargen's suspension.

If there is a permanent impossibility, Cargen is entitled to terminate the agreement with immediate effect. The customer will also be released from their obligations but has no right to compensation for the termination.

## 9. IP and Confidentiality

**9.1** The customer expressly acknowledges that Cargen remains the sole owner of all intellectual property rights to all goods and services provided by Cargen under the agreement, including but not limited to technical data sheets, reports, designs, analyses, studies, data, user manuals, sketches, drawings, samples, service methods, filters, prototypes, etc., even if these were specifically developed at the customer's request.

**9.2** All such goods and services are intended exclusively for use by the customer and for the project for which they are intended, and may not be reproduced, reused for another project, disclosed, or transferred to a third party by the customer without Cargen's written consent. At Cargen's first request, all such technical data sheets, reports, designs, analyses, studies, data, user manuals, sketches, drawings, samples, service methods, filters, prototypes, etc., must be returned to Cargen.

**9.3** The purchase or rental of goods and services from Cargen by the customer in no way results in any right, claim, or ownership concerning Cargen's intellectual property rights.

The customer will respect the intellectual property rights of goods and services provided by Cargen and refrain from any activity by their representatives or those of third parties (reproduction, imitation, modification, etc.) that could infringe or diminish these rights. The customer expressly acknowledges that it is prohibited to open small "S" or large "L" filters for the purpose of disassembling and/or reproducing them without Cargen's written consent.

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**9.4** The term "confidential information" means (a) information that is designated as confidential in writing, (b) information that is not generally known, (c) information that has not been made publicly accessible by the party to which the information relates, and/or from which the information originates, and (d) information whose confidential nature must be presumed to be known.

Both the customer and Cargen confirm that they are obliged to keep confidential all information received from the other party, to store it carefully, and to use it exclusively for the execution of the agreement, as long as this information retains its confidential nature. The party receiving the confidential information will only use it for the specific purpose for which it is intended and will not disclose or transfer it to any third party. Both parties will ensure that their representatives, agents, other implementation agents, and any third parties engaged by them comply with these confidentiality obligations.

The customer acknowledges that all information about Cargen's goods and services made available to the customer by Cargen is by definition considered confidential and must be treated as such before, during, and after the agreement's execution. When the agreement between the customer and Cargen ends for any reason, the customer is obliged to return all confidential information from Cargen to Cargen, or destroy every copy of it, without the need for a prior request from Cargen. The obligation of confidentiality remains in effect even after the agreement has ended.

## 10. Defects, Sale, and Rental

### 10.1 Defects

**10.1.1** Visible defects and/or non-conformities of the goods delivered by Cargen must be reported by the customer to Cargen in writing within three working days of delivery. This report must include a detailed description of the identified defects and/or non-conformities. If Cargen does not receive a notification of any defects and/or non-conformities in the delivered goods within this period of three working days after delivery, the delivery will be deemed conforming, and all claims will be waived.

**10.1.2** For possible hidden defects in the delivered goods, Cargen can only be held liable if these defects are discovered within three months after delivery. Any hidden defects must be reported in writing to Cargen no later than eight days after the customer has discovered or reasonably should have discovered them. This notification must include a detailed description of the identified hidden defects. Failure to report hidden defects in time will result in the loss of any recourse rights.

The customer is responsible for providing the necessary proof for their complaint regarding hidden defects.

**10.1.3** In the case of identified defects and/or non-conformities, the customer may not use or continue to use the goods, but there will be consultation between the customer and Cargen on how the situation can be remedied.

Reports of defects and/or non-conformities do not affect the customer's payment obligations.

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## 10.2 Sale

**10.2.1** Cargen retains ownership of the delivered (consumable) goods until the customer has fulfilled all their financial obligations to Cargen. Even in the case of a retention of title in favor of Cargen, the risks associated with the goods are transferred to the customer upon delivery in accordance with Article 5.1. The customer is not permitted to use goods subject to a retention of title outside their own premises and/or outside the scope of their regular business activities.

As long as the retention of title exists, the customer is obliged to adequately insure the goods subject to retention of title against loss or damage. If third parties wish to establish or assert any rights over the goods delivered under retention of title, the customer must notify Cargen within 24 hours of becoming aware.

As a result of this retention of title, Cargen has the right to reclaim the goods (i) in the event the customer fails to fulfill their financial obligations or (ii) in the event a third party seeks to establish or assert a right over the goods. All costs associated with the exercise of the retention of title, including transport and storage costs, will be borne by the customer. After Cargen has removed the goods under retention of title from the customer, the customer will be credited an amount equal to the purchase price in effect on the day of removal, but no more than the amount charged to the customer.

**10.2.2** In the case of used, saturated, or unsaturated adsorbents, such as activated carbon, ownership of these goods automatically reverts to Cargen upon collection, receipt, and/or acceptance of the goods by Cargen for reactivation.

The customer retains the right to have the same goods returned by Cargen after reactivation for further use after commercial agreement. In this case, ownership of the reactivated adsorbents only transfers to the customer once they have fulfilled all their financial obligations to Cargen in accordance with Article 10.2.1. The risks of the reactivated adsorbents are transferred to the customer upon delivery in accordance with Article 5.1.

**10.2.3** Cargen cannot be held liable in any way for the specific application by the customer of the goods and/or services purchased from Cargen. The customer bears sole responsibility for the specific use of the purchased goods and/or services.

## 10.3 Rental

### 10.3.1 General

Goods rented by Cargen to the customer remain the exclusive property of Cargen. The customer may not in any way, whether free or for payment, transfer these goods to third parties, pledge them, sublet them, or allow others to use them.

The customer undertakes not to make any changes to the rented goods and to respect (and ensure respect for) their (intellectual) property rights in accordance with Article 9. In accordance with Article 5.1.5, the customer will only use the rented goods at the contractually agreed location and for the specified professional purposes. The customer is responsible for correctly integrating the rented goods into the processes for which they intend to use them. If desired, Cargen can conduct a risk analysis for this.

The customer agrees to use the rented goods only in accordance with Cargen's guidelines as

outlined in the “User Manual,” “Installation,” and “Technical Info” documents for the rented goods.

Cargen strives to provide the customer with the specifications of the rented goods as accurately and precisely as possible. As stipulated in Article 5.2.4, these specifications are in no way binding on Cargen.

During the winter months, the customer will take necessary precautions to prevent frost damage to the rented goods.

Cargen reserves the right to inspect the rented goods at the customer’s location. The customer confirms that they will grant Cargen free access to this location for inspection purposes.

### **10.3.2 Rental Period and Price**

Cargen's offer details all rental prices and terms for filters and any other goods. The customer confirms that the consumption and use of activated carbon or other consumables are not included in these rental prices.

Operation and maintenance of the rented goods at the customer’s location are not included in the quoted rental prices.

Unless otherwise explicitly stated in the offer, the rental period always starts on the day the goods are delivered to the customer in accordance with Article 5.1 and ends on the day the goods are collected undamaged by (the transporter of) Cargen. The rental cost is calculated per calendar day, with a minimum rental period of two weeks.

The delivery time of the rented goods is determined by the availability of these goods at the time of receiving written confirmation from Cargen of the customer’s order, without prejudice to the reservation as stipulated in Article 5.1.1 and Article 11.1.

### **10.3.3 Repair**

During the rental period, the customer will follow the specific user instructions prepared by Cargen (“User Manual,” “Installation,” and “Technical Info” documents) and regularly inspect the goods for defects. Upon detecting defects and/or non-conformities, the customer will report these to Cargen in accordance with Article 10.1. In such cases, the goods may not be used or further used.

Only Cargen is authorized to repair the goods. Repairs by the customer can only be carried out with Cargen’s express written consent. During the repair, the rental agreement and associated costs for the customer will continue. Cargen undertakes to offer alternative solutions for the goods being repaired, but is not obliged to do so. During the repair period and the possible downtime of the rented goods, the customer is not entitled to compensation, provided that the repair by Cargen is carried out within a reasonable timeframe. Cargen undertakes to minimize the inconvenience for the customer as much as possible, considering the nature of the repair, without any guarantee.

### **10.3.4 Mandatory Annual Exchange**

All filters, i.e., small "S" or large "L", rented by Cargen to the customer will be exchanged at least once a year (collection and delivery of another filter) to ensure the correct functioning of the filter at all times. Since this quality control can only be performed on an empty filter, the adsorbent will also be replaced during this exchange, and the cost will be charged to the customer.

### **10.3.5 Responsibility**

From the time of delivery by Cargen until the goods are collected by Cargen in accordance with Article 5, the customer bears full responsibility for all risks:

A. In case of damage caused by the rented goods:

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- All physical, material, and non-material damage caused (directly or indirectly) to third parties by (the use of) the rented goods;
- All damage, theft, loss, destruction, etc., caused (directly or indirectly) to the customer's materials or infrastructure, or that of third parties, by (the use of) the rented goods.

**B. In case of damage to the rented goods:**

- All material and non-material damage caused (directly or indirectly) to the rented goods by the customer or a third party;
- All damage to, theft, loss, or destruction of the rented goods, including but not limited to damage or destruction due to fire.

### **10.3.6 Insurance of Rented Goods**

The customer undertakes, before delivery of the rented goods, to take out appropriate insurance covering all possible risks arising from the use and/or storage of the rented goods, including but not limited to breakage, material, and physical damage, fire, storm damage, theft, explosion, implosion, leakage, emissions, etc. The minimum amounts to be insured will be provided to the customer upon Cargen's first request.

The customer alone is responsible for paying all premiums, additional costs, taxes, and exemptions related to this insurance. If the coverage taken out is insufficient and/or the customer's insurer, for any reason, does not provide financial compensation, the consequences will be borne solely by the customer. A summary of the customer's insurance policy will be provided to Cargen upon first request.

### **10.3.7 Termination of the Agreement**

If an agreement regarding the rental of goods by the customer or by Cargen is terminated for any reason, the customer must return all rented goods to Cargen at their own expense and in the same condition. The exception to this is the filters (small "S" and large "L"), for which Cargen will organize transport for collection, also at the customer's expense, as stated in the offer.

If the agreement is terminated by the customer before the end of the agreed rental period as stated in the offer, they must pay a termination fee equal to the amount for the remaining rental period, with a minimum of two months' rent.

Cargen has the right, but not the obligation, to terminate the remaining agreements with the customer if an agreement is terminated by the customer before the end of the agreed rental period, without the customer having the right to compensation of any kind.

## **11. Unforeseen Circumstances**

**11.1** If economic conditions change drastically in such a way that this significantly impacts how Cargen can fulfill its obligations under the agreement, the customer and Cargen will meet to discuss an appropriate adjustment to the agreement, without prejudice to Cargen's right to rely on the provisions of Article 2.3.

In addition, if certain goods become unavailable due to specific circumstances, Cargen may decide, in consultation but without prior approval from the customer, to deliver an alternative for these goods that can be used for the same purpose (product conditions, quality, etc.), without prejudice to Cargen's right to rely on the provisions of Article 2.3.



## 12. Final Provisions

**12.1** In the event of a conflict between these General Terms and the offer conditions, the offer conditions will take precedence.

**12.2** These General Terms and all agreements are governed by Belgian law. The application of the rules of the Vienna Convention on Contracts for the International Sale of Goods is excluded. In the event of a dispute, the courts of the judicial district of Antwerp will have exclusive jurisdiction.

**12.3** Whenever possible, these General Terms will be interpreted in such a way as to be valid and enforceable under applicable law. However, if one or more provisions of these General Terms are wholly or partially invalid, illegal, or unenforceable, the remainder of that provision and these General Terms will remain fully in force and effect as if such invalid, illegal, or unenforceable provision had never been included herein. Furthermore, in such cases, the parties will amend the invalid, illegal, or unenforceable provision(s) or agree on a new provision, in such a way that it closely reflects the purpose of the invalid, illegal, or unenforceable provision(s).

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