



General terms and conditions of sales and rental

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A. COMMON PROVISIONS

Article 1 General Principles. Application of the General Terms and Conditions of Sales and Rentals. Opposability of the General Terms and Conditions of Sales and Rental

1.1 The present general terms and conditions of sales and rentals – hereinafter called the 'General Terms' – govern how the company GORMAN-RUPP BELGIUM SA – hereinafter referred to as 'the Vendor' – sells and rents out its products. Any sale or rental carried out by the Vendor is thus subject to these present General Terms. The fact of a purchaser or renter – hereinafter referred to as 'the Client' – making an order implies:

- The Client's complete and unreserved acceptance of the present general and particular terms of service, to the exclusion of the Client's own general and particular terms of service, which are rendered inapplicable.
- The acknowledgement by the Client that in no way, at no time and under no form may contrary provisions prevail over these present General Terms, nor shall there be exceptions.

1.2 The fact that the Vendor may not, at a given moment, make use of one of the provisions of these General Terms does not mean that the Vendor may not, at a later time, make use of one of said provisions.

Article 2 Competent Jurisdiction/Applicable Law/Translation.

2.1 It is expressly stipulated that only the Courts of Namur shall have competence in the event of any legal dispute or challenge pertaining to the validity, execution or opposability, or difficulty in terms of the interpretation, of these present General Terms and, more generally, concerning the relationship between the Vendor and Client. This clause is applicable even in the event of summary proceedings, incidental claims or multiple defendants.

2.2 Sales and rentals carried out by the Vendor are exclusively subject to Belgian law.

2.3 The nullity of any clause or part of a clause of these General Terms shall not affect the validity of other clauses or parts of clauses. The parties shall work together to replace the clause voided in whole or part by a clause with an equivalent economic effect.

2.4 These present General Terms were originally written in French. The French version shall take precedence over this or any other translation.

B. SALES OF EQUIPMENT

Article 3 Orders/Confirmation of Orders/Cancellation of Orders

3.1 All orders should be in writing and addressed to the Vendor. Any order made verbally by the Client must therefore be confirmed in writing by the Client and include all necessary information to allow the Vendor to analyse said order, in particular: The Client's contact information, reference number(s) and quantity of the product(s) ordered, delivery method, desired delivery date, place and time of delivery.

3.2 Any order made by the Client is only valid after confirmation by the Vendor in the form of the Vendor sending the Client a written document indicating the terms of the order as accepted by the Vendor, being nonetheless specified that delivery of the order by the Vendor is deemed to be confirmation.

3.3 The Vendor has complete liberty to decide not to fulfil any orders made – particularly with respect to:

- deadlines imposed to deliver said order;
- the quantity of products concerned by said order;
- the stock of products held by the Vendor and, more generally, of availabilities of the product ordered – with the Vendor, for their part, communicating their possibilities to the Client when processing the Client's order.

More generally, no decision not to fulfil an order may be considered a fault and does not give the Client a right to any compensation.

3.4 Outside of cases of force majeure, as defined below, no order may be cancelled in whole or in part by the Client, or, more generally, modified, without written agreement from the Vendor to this end. For example, the Client's inability to obtain funding, in whole or in part, and from whatever organisation, to pay for the order is not of a nature to allow the Client to cancel said order.

3.5 The order is non-transferable without prior written agreement from the Vendor.

3.6 In the event of unilateral cancellation of the contract by the Client, the Client will compensate the Vendor for all costs incurred in the performance of the contract as well as for the Vendor's loss of income due to this unilateral cancellation, with a minimum of 30% of the amount of the order.



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Article 4 Modifications to Products, Prices and Terms of Sale.

4.1 The Vendor reserves the right, at any moment, and particularly given market fluctuations, to make modifications concerning its products, prices and terms of sale. These modifications may thus affect an order in progress if the general or particular context the order is involved in so justifies it (particularly legal and regulatory changes, tax increases, duties and taxes of all kinds, an increase in production and shipping costs). With the exception of exceptional circumstances that require an immediate modification, any change in prices will be communicated to the client 3 weeks prior to its implementation.

4.2 The descriptions and informational elements pertaining to the products featured on the Vendor's sales documents – concerning, in particular, technical data such as power, consumption, weight, etc. – are given for information purposes only and are not contractual and shall not engage the Vendor, who consequently retains every right to modify, in whole or in part, the elements given on the aforementioned documents.

Modifications carried out by the Vendor do not in any way create an obligation for the Vendor to modify previously delivered products.

Article 5 Delivery.

5.1 Sales are carried out from the Vendor's warehouse located on Rue des Métiers, 11 5020 Suarlée, Belgium, or any site designated to this effect on the order confirmation sent by the Vendor such as defined by the present General Terms, and are governed by the Incoterm EXW FACTORY – the agreed-upon delivery site being the aforementioned warehouse or any site designated to this end in the order confirmation sent by the Vendor.

As a result:

- The delivery is considered as having been made
 - o on the date indicated on the order confirmation sent by the Vendor – the Client having to pick up the products on said date and at the place indicated to this effect by the Vendor.
 - o during the actual delivery of the products ordered if the aforementioned date has not been able to be met by the Vendor
 - at the place indicated to this end by the Vendor
 - by the Vendor to the client or to the haulier designated to this by the Client.

- The Client or the haulier designated to this end by the Client should take possession of the products ordered at the agreed upon place, date and time. To this end, the Client should, prior to any delivery, take any necessary actions to ensure that this operation may be carried out safely and, more generally, to ensure that these operations are carried out in the most optimal manner and in the strict respect of the methods specified to this end by the Vendor. The Client shall compensate the Vendor in terms of 100 euros per calendar day for keeping and warehousing the material – and any damages suffered by the Vendor – directly or indirectly connected to the late pickup of the products ordered – and this without prejudice to the right of the Vendor, if the Vendor so desires, to cancel the sale at the exclusive fault of the Client and to demand in this case cancellation compensation equal to 30% of the order.

- For every order, if the Client is not going to pick up the order directly, the Client shall provide the Vendor with the name of the haulier to which the ordered products are to be given.

- As of the delivery such as has been defined above, the products ordered are the responsibility of the Client, who bears the risks of loss and more generally damages that said products may suffer or cause, for whatever cause and in whatever way that may be. A notable consequence of this is that the products ordered are shipped at the risks and perils of the Client, who is responsible for making any complaints or exercising all claims in the event of damage, loss or missing goods against the hauliers, who alone are responsible.

5.2 The Vendor may – upon request of the Client and provided there is prior consent of the Vendor to this end – may make delivery of the products ordered to the address given by the Client. In such circumstances, the Vendor shall inform the Client of the conditions and terms (cf. price in particular) pertaining to this service. The price so determined and communicated shall be invoiced by the Vendor to the Client and shall be listed as such on the sales invoice provided by the Vendor. It is specified:

- That the Vendor has, to this end, complete freedom as to the choice of the means of delivery, as well as concerning the choice of haulier.
- That the delivery thus carried out shall be to the agreed-upon delivery site that is written on the order confirmation.
- That as of delivery, the ordered products are the responsibility of the Client, who bears all risks of loss and more generally of damages that the products may suffer or cause, for whatever reason and in whatever manner.



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- That the Client should take possession of the ordered products at the place and on the date and time agreed upon. To this end, the Client shall take all actions to ensure that the delivery can be carried out in complete safety and more generally to ensure that this operation shall be carried out in an optimal manner and in the strict respect of the methods specified to this end by the Vendor. The Client shall compensate the Vendor for all of the Costs borne by the Vendor and any damages suffered by the Vendor, linked to the non-respect by the Client of the commitments defined above, and this without prejudice of the Vendor's right, should the Vendor so desire, to cancel the sale as a result of exclusive fault of the Client.

5.3 Upon each delivery, a delivery slip shall be provided that lists the date that the ordered products are provided, their names and their quantity. Each delivery slip must be signed by the Client.

5.4 The Vendor shall endeavour to meet the specified deadline for the order, which features on the order confirmation document provided by the Vendor. The aforementioned delivery deadline is nonetheless provided for information purposes, and any exceeding of said deadline cannot give rise to any monetary damages, compensation, deduction or cancellation of the order to the benefit of the Client. Moreover, these deadlines are dependent upon the Vendor receiving, in sufficient time, all information, including technical clarifications, from the Client. In the framework of full or partial payment of an instalment of the order, the delivery period begins upon receipt of proof of said payment. The Vendor reserves the ability, if need arises, to carry out the delivery in whole or in stages, and this without compensation to the Client. It is additionally recalled that force majeure or unforeseen circumstances allows the Vendor, temporarily or permanently, to be freed of delivery commitments, and this without damages to the benefit of the Client. Such situations include, but are not limited to, the following events:

- Destruction affecting all or part of the Vendor's plants.
- Serious public disorder, war, strikes, riots, governmental actions, epidemics, blocking of means of transportation and communication.
- Natural disasters, cold spells or other similar events.
- Unavailability of technology, lack of stocks and any delays by the Vendor's suppliers and more generally any outside event or cause beyond the control of the Vendor that impedes and/or stops the supplies and/or deliveries of the Vendor or the Vendor's suppliers and/or sub-contractors and which prevents the Vendor, in good faith, from carrying out delivery of the products ordered.

Article 6 Packaging.

The products ordered are supplied by the Vendor in packaging based on the transportation option specified in the order. To this end, it is reminded:

- That such packaging – and concerning this packaging, the Client acknowledges to have Obtained all necessary information – is determined by the Client to be appropriate to preserve the integrity of the products, with the Client releasing the Vendor from any legal responsibility on this subject.
- That, unless there are contrary conditions acknowledged formally by the Vendor, the product packaging will not be taken back by the Vendor, the cost of the packaging being a part of sales price indicated to the Client.

Article 7 Receipt of the Order.

Upon delivery (cf. Article 5 of the present General Terms), the Client is to verify the nature, state, quantity and quality of the products, and more generally shall ensure that the products delivered are those ordered. It is indicated to this end:

- That every order is verified by the Vendor prior to its leaving the Vendor's warehouse. Any order that departs from said warehouse is thus presumed to be in conformity and it is the Client's responsibility to prove – beyond the existence of non-conformity – that this is the responsibility of the Vendor.
- That in all circumstances, any reserves or contestations pertaining to the conformity of the delivery should:
 - o Upon receipt of the products, be mentioned by the Client in a thorough, explicit and detailed manner on the bottom of the delivery slip that remains with the haulier with a mention of the date and time and with the signature of the recipient. More generally, the Client should, within the time and in the proper manner as required by existing regulations, maintain the possibility for taking legal action against the third-party haulier responsible for the shipping of the products ordered.

And,

- o Be immediately brought to the attention of the Vendor and confirmed the same day to the Vendor by registered letter with acknowledgement of receipt. The Client is to provide all justification concerning the anomalies noticed and take all measures so that the Vendor may observe them and, if need be, fix them.



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Article 8 Return of Products.

8.1 No product may be returned without the prior written consent of the Vendor. Any product returned without the agreement of the Vendor is done at the cost and risk of the Client and shall not give rise to any credit. The Client shall compensate the Vendor for all costs borne by the Vendor – and any possible damages suffered by the Vendor – directly or indirectly linked to this unauthorised return.

8.2 In the situation where the Client requests a return for a product that the Client presumes to be defective or non-compliant, the aforementioned product must be made available by the Client – while waiting for a decision on this subject by the Vendor – to the Vendor at the Client's site. It is the Client's responsibility to supply the Vendor with all information and justifications concerning the alleged defect or nonconformity – the Client having the responsibility to allow the Vendor to take all measures to examine themselves, or by means of any person the Vendor may name to this end – the product that is alleged to be defective or non-compliant. To this end, the Client shall notably abstain from participating themselves or to having a third party participate in this examination and shall take all measures to preserve the integrity of the product presumed to be defective or non-compliant. Should the Client not respect these measures the Client shall not have any legal recourse against the Vendor and shall exonerate the Vendor from any liability.

Article 9 Responsibility.

9.1 The Vendor guarantees to supply products in compliance with existing regulations.

9.2 In their professional capacity, the Client acquires said products with a complete understanding of what they are. The Client is therefore exclusively responsible for the choice, use and adequacy of the products ordered with respect to the needs of the Client and, in particular, to the conditions in which said products will be used. Therefore, outside of any manufacturing defects affecting the products ordered, the responsibility of the Vendor may not be engaged. The Vendor shall, as a result, be completely exonerated from any responsibility linked to:

- The inadequacy of the products ordered with respect to the needs of the Client;
- The use of the ordered products by the Client in a context that does not correspond to their characteristics, performance, conditions of use and of maintenance.

9.3 The Vendor includes as part of the sale a contractual guarantee the terms of which are defined in Article 10 of the present General Terms.

9.4 If the responsibility of the Vendor is engaged beyond the scope of the guarantee such as defined in the present article and to the extent that competent jurisdictions for such a legal issue determine definitively the responsibility of the Vendor, the Vendor's responsibility is strictly limited to the obligation to either, as the Vendor so chooses:

- Replace the non-compliant products. This replacement will be identical and according to the delivery terms determined in Article 5 of the present General Terms of Sale.
- Reimbursement of the price paid by the Client to the Vendor concerning the non-compliant products.

Article 10 Contractual Guarantee.

10.1 Sales of new products by the Vendor come with a contractual guarantee.

10.2 This guarantee is applicable as of the delivery of the ordered products. Nevertheless, it is explicitly specified that used products and demonstration products are excluded from the contractual guarantee of this present article. This guarantee applies on all our products but only on spare parts recognised as defective by our examination (validation of guarantees in our factories or by local expertise). The use of original manufacturer parts and/or Gorman-Rupp parts is mandatory during the guarantee period. This guarantee is of a period of 12 months starting from the date the products are put into service but cannot exceed a period of 18 months from when the products were shipped. The contractual guarantee is only valid providing the Client is up to date with respect to their obligations concerning the Vendor and only upon presentation by the Client of the purchase invoice provided by the Vendor for the product(s) concerned.

10.3 Said guarantee thus granted by the Vendor concerns manufacturing defects rendering the product improper for its designed use or which affect this use to such an extent that the Client would not have acquired this product or would only have acquired this product at a reduced price had the Client been aware of the problem. Subject to the condition that the responsibility of the Vendor be expressly acknowledged by the Vendor, the Vendor takes responsibility for this guarantee by either:

- Paying repair costs to ensure the product that the Vendor deemed to be defective is made compliant;

- Paying costs pertaining to the replacement by the Vendor of the product the Vendor deemed to be defective.

It is nonetheless specified that the Vendor reserves the right to reimburse the Client the price of the defective product, which remains the property of the Vendor and which could then – if the Vendor so chooses – be picked up by the Vendor at the Vendor's own expense.

10.4 The guarantee only covers the product itself and excludes, as a result, all other direct or indirect damage suffered by the Client such as loss of income, financial loss, loss of business, damage caused to related infrastructure, etc. The guarantee is exclusively limited to manufacturing defects and does not, notably, apply in cases:

- Of use of the product by the Client in abnormal or improper conditions, and, more generally, in cases of poor use, improper use or non-compliant use;
- Of installation, implementation and use that is not in compliance with best practices;
- Of conservation of the ordered product (notably storage and warehousing) carried out by the Client in conditions that alter or could alter said product;
- Of non-respect by the Client of advice given by the Vendor or manufacturer concerning the use or maintenance of the product or of the refusal to undertake requested specific technical verifications;
- Of negligence, lack of monitoring or of maintenance of the product by the client;
- Of changes made to the product by the Client, the adding of parts not authorised by the Vendor or the manufacturer, the use of peripheral, associated or substituted parts non authorised by the Vendor or the manufacturer or not compatible with the Vendor's product;
- Of repairs and more generally of technical interventions carried out by the client and/or persons non-authorised by the Vendor or manufacturer;
- Of malfunctions connected to normal wear and tear of the product's parts, worn parts not being included in the guarantee.
- And, more generally, of malfunctions or damages not exclusively linked to a manufacturing defect of the product.

10.5 Any malfunction should be immediately brought to the attention of the Vendor by email and confirmed by registered letter with acknowledgement of receipt within 2 days

following receipt of the product. If an examination of the product that would make it possible to discover these defects is not possible at this moment, the Client should signal such defects within 8 working days following delivery and by the same process mentioned above. The Client is to provide all information and proof concerning the noticed defect (particularly concerning the context of use of the product concerned and the providing of any appropriate documentation that would allow the Vendor to analyse the situation and take measures so that the Vendor may observe the issue and, if required, fix it). The purchaser should not intervene directly or have a third party intervene and should take measures to allow the Vendor to make an examination of the product presumed to be defective in its current state. Unless decided otherwise by the Vendor, the Client shall return, at their own costs and risks, said products to the Vendor's sales point or to a site that shall be designated beforehand by the Vendor. In the event that the Vendor chooses to examine the allegedly defective products at the site where they are located, the Vendor shall inform the Client of this in advance, with the Client having to take all measures necessary so that the Vendor may have access to said site. The non-respect of the Client of these measures excludes any application of the contractual guarantee.

10.6 The Vendor shall carry out, or have carried out, inspections necessary to observe the defect reported by the Client and shall decide, after examination, on whether to implement the contractual guarantee or not. Thus, following examination by the Vendor – or by any third party substituted by the Vendor:

- In the event that the Vendor deems the alleged defect to not be covered by the contractual guarantee, the product concerned shall be sent back, as the case may be, to the Client at the Client's expense and under the Client's exclusive responsibility.
- In the event that the Vendor considers that the alleged defect is covered by the contractual guarantee, the Vendor shall be responsible, at the Vendor's own cost and responsibility, for repair costs, replacement costs or the reimbursement of the product concerned – at the Vendor's discretion – in conformity with the clauses in the present Article 10.

Article 11 Prices.

All orders are invoiced at the prices in effect on the day the order is confirmed by the Vendor. The prices on this price list provided by the Vendor to the Client are given without taxes, in euros (€) and departing from the Vendor's warehouse. Prices do not include works and services, in particular of placement and of assembly unless these



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services have been requested on the order form and accepted by the Vendor. As a result, all taxes, duties or other fees to be paid, notably in application of national or local regulations, are the responsibility of the Client.

Article 12 Payment.

12.1 With the exception of particular payment methods agreed upon during the order, payment shall be made according to the following methods:

- Payment of a deposit equal to 100% of the total amount of the order for the first order, it being specified that payment of this deposit does not give the Client a right to retract, by means of, for example, giving up the deposit.
- Payment within 30 days of the end of the month the invoice is issued starting from the second order.

We reserve the right to request full or partial prepayment for orders exceeding the customer's credit limit as assessed on the basis of financial information available on Companyweb This measure is intended to secure order processing.

12.2 Any invoice drawn up by the Vendor is definitively accepted by the Client if the Client has not objected by registered mail within eight days of its receipt.

12.3 Payment is to be made in euros (€) and by any means previously accepted by the Vendor and in conformity with the payment timeframe determined for the order – with the Client having to take all necessary measures to ensure payment is made by this date. It is understood that a simple title creating an obligation to pay does not constitute payment in the meaning of the present clause, the Vendor's claim over the Client subsisting with all related guarantees, including retention of title, until payment has been made in full. No complaints by the purchaser may be of such a nature as to enable the postponement of the aforementioned payment period.

12.4 No discount is given in the event of early payment.

12.5 Any amount unpaid on the due date shall give rise to the payment of late penalties calculated on the amount of the remaining money due at a rate of 10% per year. These penalties begin on the day following the payment date indicated on the invoice and continue until the amount has been paid in full. Moreover, the non-payment of a single invoice allows the Vendor, at the Vendor's discretion, to demand full payment of any other invoices remaining due to the Vendor – with the totality of all amounts due immediately producing interest according to the terms set out in this present paragraph. Said penalties do not prevent the Vendor from obtaining, in addition, payment of damages and interests in compensation for damages suffered by the Vendor. In the event of late

payment, the Vendor may, moreover, and without prejudice to the Vendor's ability to obtain payments for damages to this effect:

- suspend the Vendor's obligations concerning the order on which payment is late, as well as all orders in progress until complete payment of sums due by the Client;
- make the fulfilment of orders in progress dependent on the taking of surety or on new payment methods giving all payment guarantees to the Vendor and judged satisfactory by the Vendor;
- cancel, in full right, the order, the Vendor having the ability – should the purchaser fail in their obligation to return the products in question – to take back possession of the products in question. This cancellation shall affect not only the order in question but also, should the Vendor so desire, all or part of previous unpaid orders or forthcoming orders, whether they have been delivered or are in course of being delivered and whether their payment has come due or not. Instalments or deposits made by the purchaser are kept by the Vendor;
- compensate the unpaid amount of the invoice with sums that may be owed by the Vendor to the Client. The purchaser shall reimburse all expenses incurred by the Vendor resulting from the contentious recovery of monies due.

12.6 Any amounts not paid on the due date shall lead to the payment of a compensatory lump sum equal to 10% of the total amount of the order (pre-tax) as of the first day of late payment.

12.7 The Client shall not determine for themselves deductions or compensation without the prior written consent of the Vendor. The fact that the Vendor may accept payments with deductions or compensation determined by the Client does not constitute implicit acceptance by the Vendor of these practices.

12.8 Any worsening of the Client's credit and, more generally, any change – and for whatever reason – of the Client's situation may justify the demand of surety and/or particular payment methods determined by the Vendor, including the refusal of the Vendor to fulfil orders made by the Client.

Article 13 Intellectual Property.

No part of the commercial relationship existing between the Vendor and the Client may permit the Client to demand the transfer, to the Client's own benefit or to the benefit of any third party, of any right of ownership or exploitation of all or of part of the intellectual property (regardless of its nature, scope and/or origin) held and/or exploited by the



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Vendor concerning the ordered products and/or pertaining to said products. The Client pledges to respect the rights thus held and/or exploited by the Vendor and to not undertake any action that could infringe upon these rights and, more generally, any actions that could harm the interests of the Vendor.

Article 14 Retention of Title.

Products the sale of which is governed by these present General Terms are sold with a clause that expressly withholds transfer of title until their full payment has been made (including any related costs and expenses) such as defined by these General Terms, even in the case of transformation or of incorporation of the material into other products. The provisions above do not preclude, starting from the moment of delivery (such as defined in the present General Terms) the transfer to the Client of the risks of loss or deterioration of the products under reserve of title as well as any damages they may suffer or cause. The purchaser shall take out insurance insuring all products ordered against risks as of the moment of delivery and which allows the Vendor to be directly compensated. The purchaser shall – concerning those products that have not been paid in full – permanently monitor and ensure that these products be distinctly identified as being the property of the Vendor and may not be deemed to be or be the object of a claim by any third parties (the Client must oppose any such claim and make the Vendor aware should such a case arise). The Client shall not pledge or cede, under any form whatsoever, ownership of the products. The products may, at any moment, and without any prior warning, be taken back by the Vendor – at the expense of the Client – in the event that the Client does not meet their obligations – and this without prejudice to the payment to the Vendor of any damages or interests to this end. The Vendor and/or their haulier are thus authorised to enter the premises of the purchaser to remove the products concerned by the clause of retention of title. This procedure does not exclude other legal actions or procedures that the Vendor may decide to pursue. The Client commits, in the event of resale of the products included in the reserve of ownership clause, to count the resell price separately and, more generally, to take all measures necessary to reconcile the amount gained from the sub-purchaser and the sales price remaining owed to the Vendor – this so as to allow the Vendor to obtain payment from said sales price.

C. RENTAL OF COMPANY EQUIPMENT

Article 15 Subject.

The Vendor leases to the Client, who accepts our rented material – hereinafter named “Company Equipment” – described in the Vendor’s technical and financial offer determining the specific conditions of rental – hereinafter named the “Specific Conditions”. The Client may not cede, pledge or use as security, sublease or loan the Company Equipment, or make use of it in any way whatsoever, without the prior written agreement of the Vendor. If a third party attempts to exercise its rights over said Company Equipment, in the form of a claim, an opposition or a seizure, the Client is responsible for immediately informing the Vendor. Neither the ownership labels placed on the Company Equipment nor the inscriptions on it may be removed or modified by the Client. The Client may not add any inscription or label to the material without the prior authorisation of the Vendor.

Article 16 Duration.

When the Client accepts the Specific Conditions, the rental period begins on the date of the delivery of the Company Equipment to the Client according to the terms stipulated in Articles 17 and 18 and comes to an end with the return of the Company Equipment to the Vendor according to the conditions stipulated in Article 24.

Article 17 Provision.

The parties agree on a delivery date in the Specific Conditions, which also specify whether the delivery will take place at the Client’s premises or at a Client site. The party in charge of carrying out the delivery or the removal must provide the other party with sufficient notice of their arrival. Non-respect of the agreed upon date engages the contractual responsibility of the party which failed to meet its obligations. This responsibility is defined in the Specific Conditions. The Client signs a delivery slip when the Company Equipment has been supplied and returns this slip to the Vendor. By signing the delivery slip the Client acknowledges that the Company Equipment has been delivered in perfect operating conditions for normal use as agreed by the parties and accompanied with the technical documentation necessary for its use and maintenance – hereinafter referred to as “The Technical Documentation”. The certificate of compliance is available to the Client and can be provided to the Client upon simple request. The Company Equipment is in compliance with all legal and regulatory requirements concerning, notably but not exclusively, the health and safety of workers, tax laws and road traffic. It is provided upon request by the Client at the moment of providing the material, the



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test certificates and/or the inspection reports authorising the employment of said material notwithstanding Article 21. Should the Vendor not be able to produce these documents, when required by regulations, the Client has the right to refuse delivery of material or its removal. This refusal brings about the cancellation of the rental. In all cases where existing regulations require tests or inspections of the Company Equipment, the Client is required to make the material available to the inspection agency. The cost of periodic regulatory inspections is borne by the Vendor. In the event that a periodic inspection demonstrates the inaptitude of the material, this shall have the same consequences as a mechanical breakdown. The time required for the performance of tests or inspections is included in the duration of the contract with the limit of half a working day. Once the Client takes possession of the Company Equipment, the Client assumes legal care of the Company Equipment within the meaning of Articles 1382 and following of the Belgian Civil Code. The transportation of the Company Equipment, both to and from the Client, is the responsibility of the party that carries out said transportation or which contracts out this transportation. If the Client has this transportation carried out by a third party, it is the Client's responsibility to ensure that all risks, as well as all damages caused to the Company Equipment as well as those caused by the Company Equipment, are covered by sufficient insurance. The Client is responsible for the cost of transportation. The responsibility for loading and/or unloading also falls to the party who is responsible for the shipping of the Company Equipment. The person responsible for the loading and/or unloading of the Company Equipment must, if necessary, have an operating permit from his/her employer for the Company Equipment. In any case, when an accident is noticed upon the arrival of the Company Equipment, the receiver must immediately take necessary legal measures and inform the other party so that preventive measures may be taken immediately and so that claims may be made to the insurance companies.

Article 18 Place of use.

The Company Equipment may only be used on the indicated building site or in a limited geographical area. Any use outside of the site or zone indicated without the prior explicit agreement of the Vendor may justify cancellation of the rental with the possibility of lump sum compensation as laid out in Article 25. Access at appropriate times shall be authorised to the Vendor or the Vendor's representatives during the rental period. The Vendor or the Vendor's representatives shall present themselves to the site manager and follow the internal rules and safety instructions of the site. They nevertheless remain under the dependence and responsibility of the Vendor, which shall provide them with the necessary personal protection equipment. In the event that special

authorisation is required to enter the building site, the obtaining of such authorisation, to the benefit of the Vendor or the Vendor's representatives, is the responsibility of the Client.

Article 19 Rent – Guarantee.

The amount of rent is specified in the Specific Conditions. It will be billable once the Company Equipment is made available to the Client according to the conditions of Article 17. The provisions of Article 12 pertaining to payment are applicable. Any delay in payment beyond 8 days following the sending of a formal demand shall moreover authorise the Vendor to cancel the present agreement and shall make the Client liable for a cancellation fee equal to three months of rent, without prejudice to the Vendor's right to demand compensation for damages in accordance with common law. Independently of the duration of use evoked in Article 16, the price is generally set by unit of time for each rental, with each unit of time started being due, to the limit of one day. The unit of time is the calendar day. It may also be agreed to invoice operating expenses and fixed costs, although this must be specified beforehand. Technical personnel (such as fitters), who may or may not be employees of the Vendor, may be made available to the Client. In such cases, this expense is the responsibility of the Client. The cost of this, as well as of travelling expenses, is specified in the Specific Conditions.

Article 20 Use.

The Client is responsible for using the Company Equipment in compliance with normal use, as specified in the Technical Documentation. Should the Client want to use the material in a different manner, the Client should alert the Vendor of this when the Client asks the Vendor to make an offer, which will allow the Vendor to make an offer with complete information. If the Client plans to use the Company Equipment in an environment with dangerous working conditions (use of explosives, of inflammable material, etc.), the Client should similarly make this known to the Vendor at this early stage. The Client must entrust the Company Equipment to qualified personnel who possess any authorisations that may be necessary, manage the material responsibly, keep it in good working condition and use it in accordance with health and safety regulations. The rental agreement is concluded in *intuitu personae*. Any violation of Article 20 of the present conditions shall make the Client responsible for any damage caused to the Company Equipment and shall notably give the Vendor the right to cancel the present agreement, to demand from the Client cancellation compensation equal to three months of rent, without prejudice to the Vendor's right to demand compensation for damages in accordance with common law and to demand the immediate restitution of



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the Company Equipment in accordance with the terms stipulated in Article 24. Consumables (fuel, oil, electricity, etc.) necessary for the use of the Company Equipment are the sole responsibility of the Client.

Article 21 Installation and Maintenance.

The installation (assembly and disassembly) of the Company Equipment is to be carried out by the Client under their sole responsibility, unless it has been stipulated in the Specific Conditions that the installation will be carried out by the Vendor according to the terms and prices there indicated. The installation, assembly and disassembly of the Company Equipment does not alter the rental period which remains as defined in Article 16. The Client is, moreover, responsible for the daily verification, at the Client's own costs and under the Client's own responsibility, of the Company Equipment in conformity with the Technical Documentation, unless it has been indicated in the Specific Conditions that this will be undertaken by the Vendor according to the terms and prices there indicated. Verification includes, but is not limited to, verifying the engine levels and pump levels. In the event of a problem on one of the areas being inspected, the Client must directly notify the Vendor, who will take the necessary actions. Any repair costs resulting from the Client's failure to conduct a verification, in the case where such verifications were not entrusted to the Vendor, shall be borne by the Client and will be owed upon the Client's receipt of the corresponding invoice. The Client is also responsible for verifying the hour counter on the machines that have one, so as to alert the Vendor when it is time for periodic maintenance. The Client shall allow sufficient time for the Vendor to be able to undertake the periodic maintenance of the Company Equipment. The dates and length of the intervention are determined by mutual agreement based on the Client's suggestion, who alone is aware of how long the machines are used. The periodic maintenance is undertaken by the Vendor's technicians unless a different agreement has been reached prior to the Company Equipment being made available to the Client. These periodic maintenance operations are invoiced to the renter. In the event that the Client carries out these operations, technical documentation must be provided to the Client so that the Client may carry out these maintenance operations correctly. In these cases, the Client must provide proof of having done these operations (photo of the hour counter, invoice of consumables, etc.) which shall be communicated to the Vendor. Unless contrary stipulations have been agreed to in the Specific Conditions, the time required for the Vendor to carry out maintenance on the equipment is included in the rental duration as defined in Article 16.

Article 22 Repairs.

In the event of a breakdown that would immobilise the Company Equipment for the duration of the rental period, the Client shall inform the Vendor. The Client is responsible for informing the Vendor within 48 hours, and by whatever means of communication, of any breakdown affecting the Company Equipment. All repairs are carried out at the initiative of the Vendor or of the Client with the authorisation of the Vendor. If a repair is made necessary after a fault that is proven to be of the Client, the Client may not claim any of the rights granted to them by the present article. As a result, the rental continues in full effect until the restoration of the Company Equipment.

Article 23 Damages Caused to Third Parties.

The Client is responsible for any damage caused to third parties by the Company Equipment throughout the duration of the rental.

Article 24 Damages Caused to Company Equipment.

The Client is responsible for all damage (breaking, deterioration, complete or partial destruction etc.) caused to the Company Equipment throughout the duration of the rental, whether it is caused by the Client's own doing and/or a third party's doing, whether or not fault was involved or whether it was a case of force majeure. If need be, the restoration of the Company Equipment is the full responsibility of the Client, who is free to take out insurance that can cover this risk.

Article 25 Return of Company Equipment.

The Client must, once the rental period has ended, return all of the Company Equipment to the Vendor in perfect working order, with this equipment having only experienced normal wear and tear following use by a technically qualified user. The Company Equipment must be returned in the same conditions as it was provided to the Client at the beginning of the rental period (full of fuel, reasonable cleanliness, etc.). The Vendor reserves the right to invoice for the cost of diesel upon return if the renter did not do so and to invoice for cleaning costs if the Company Equipment is returned in a state of cleanliness deemed to be insufficient. A receipt of return will be written up by the Vendor on which will be indicated the date and time of the return as well as any concerns about the state of the returned Company Equipment. Unless an amicable agreement can be reached on these concerns, the Vendor will be entitled to appeal to an expert named by the courts. The Vendor shall invoice to the Client the fees for the restoration of all or part of the Company Equipment that was not restored, which will be invoiced for its value as new according to the price list in effect at the date of its non-return. The Vendor



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will have the right to charge the amount of these invoices, payable upon receipt, to the guarantee provided by the Client. In the event of non-observance of the clauses provided for in Articles 18 and 19 of the present General Terms, the rental is cancelled, if the Vendor so chooses, to the sole detriment and prejudice of the Client. This cancellation will occur following a period of 8 days from the sending of a registered letter with acknowledgement of receipt, which functions as a formal notice. In this case, the Client must either have the Company Equipment returned or allow it to be picked up. The obligations stemming from Article 19 remain fully applicable. In the event that the Company Equipment is not presented or returned at the end of or during the contract, the Vendor may summons the Client to appear before the courts of the site where the Company Equipment is located in order to see ordered the immediate restitution of the rented Company Equipment. Concerning Company Equipment of a specific character, the compensation due is indicated in the Specific Conditions. In the event of cancellation of the contract by the Client, for whatever reason, with the exception of Article 22 of the present General Terms, the Client accepts a revision to the rent scale initially applied based on the actual duration of the rental. Failing this, the Vendor shall receive compensation equal to half of the remaining rent with a maximum of two months. Concerning Company Equipment with a specific character, the compensation is as discussed in the Specific Conditions. In the event of non-observation by the Client of the clauses provided for in Articles 18 and 19 of the present General Terms, a rental with no fixed end date may be cancelled, by the Vendor, 8 days after sending the Client a registered letter with acknowledgement of receipt, which serves as formal notice. In this case, the Vendor may demand compensation equal to two months of rental, after the return of the equipment.

Article 26 Limitation of Responsibility.

The Vendor shall not in any case be held responsible for direct and indirect damages (such as, for example, loss of income, interruptions of business, losses of a financial nature, etc.) resulting from any defect or anomaly of the Company Equipment. The Vendor shall not be responsible for any damage suffered by a third party or any complaint or legal action carried out or begun against the Client by a third party due to Company Equipment rented out the Client. The Client shall be personally responsible for these types of risks, against which the Client shall purchase an adequate insurance policy that fully discharges the Vendor's responsibility. In any event, the responsibility of the Vendor, whatever the cause, shall never exceed, at most, the amount paid by the Client to rent the Company Equipment.

D. PRIVACY REQUIREMENT (GDPR)

Article 27 Limitation of Responsibility.

The present declaration is meant for Clients and/or suppliers of the Vendor.

The present declaration explains how the Vendor processes the personal data that you supply. Personal data refers to anything about a natural person. Data can quickly be qualified as personal data and can become personal data by being combined with other data. Examples of personal data include social security data, email addresses, IP addresses, telephone numbers.

The Vendor emphasises that the personal data you provide the Vendor are collected and used because their use and collection is necessary in order for any contract to be concluded with you. This is the case both for our (potential) clients and for parties from whom we purchase goods and/or services.

Without this data it would be impossible to send you an offer, determine the specifications or desires that a precise service must meet, carry out business, invoice, pay and communicate with you with ease and efficiency concerning the different aspects of the performance of the contract. You are not required to provide us with your personal data. However, if you do not provide us with your personal data, it may be impossible for us to carry out the activities mentioned above.

Article 28 Transfer to Third Parties.

In connection with the performance of the contract, it is possible that we may be constrained to provide your personal data to parties that do business on our behalf. Moreover, we use an external server room (in part) to store (certain parts of) our administration of sales and purchases, of which your personal data is a part. For that reason, your personal data is provided to the supplier of this server room. We also use your personal data for commercial purposes such as the sending of information newsletters by email. This personal data is also transmitted to our hauliers to ensure the delivery of our clients' orders.

Article 29 Direct Marketing.

We use professional data exclusively for commercial purposes, to keep you informed, for example, by email of our existing services and our new services. Each time that we send you a mailshot you can let us know that you no longer wish to receive one. You can see how this can be done by clicking on the unsubscribe link at the bottom of each mailshot.



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Article 30 Cookies.

Cookies are small text files placed on your computer, your tablet or your smartphone when you visit our website. These text files store information that can be recognised by the website during a later visit.

Our website uses tracking cookies if you have consented. We use cookies to collect information about your online behaviour in order to provide you with targeted offers. You can withdraw your consent at any moment. Your data is retained for a maximum of one year. We also use functional cookies. They serve to make the use of our site easier.

Article 31 Retention Periods for Personal Data.

If you are not a client of ours (and if we are not a client of yours), we delete your personal data at the latest 12 months after our last contact with you.

If you are a client of ours (or if we are a client of yours), we will retain your personal data for a period of seven years after the end of the year during which the contract with you was fully performed. The seven-year period corresponds to the period during which we are required to retain our administrative data for tax purposes. We will delete your personal data following this period.

Article 32 Your Rights

You have the right to:

- Consul and/or obtain your own personal data.
- Correct your personal data in the event of errors.
- Have your personnel data deleted or to limit the use of it.
- Have us transmit your personal data to a third party.

You can also oppose the collection and use of your personal data or lodge a complaint with the Data Protection Authority.

To exercise your rights, you can contact:

GORMAN-RUPP BELGIUM

to the attention of the management

Rue des métiers, 11

5020 Suarlée

0032-81-779977

infobe@gormanrupp.com

You can, of course, contact us if you have questions or if you desire further information about the collection and use of personal data. The present privacy declaration entered into force on 16 May 2018. The Vendor reserves the right to modify the present declaration.