



CONDITION OF GENERAL TERMS

1. All offers, sales and contracts of YAMAZAKI MAZAK EUROPE N.V. are governed by the following conditions. YAMAZAKI MAZAK EUROPE N.V. deems these conditions to be known and accepted by the contracting partner irrespective of the fact whether he is a trader or not. Barring special mention, these general terms and conditions are strictly applicable in spite of all indications to the contrary specified on the contracting partner's documents. All departures from these general terms and conditions are invalid unless these departures were approved in advance and in writing by YAMAZAKI MAZAK EUROPE N.V. In case of conflicts, the following conditions have precedence. The invalidity of an article or a clause does not imply the invalidity of all the general terms and conditions. 2. All offers drawn up by YAMAZAKI MAZAK EUROPE N.V. are without engagement unless explicitly agreed otherwise. All offers can be revoked by YAMAZAKI MAZAK EUROPE N.V. until the acceptance of the contracting partner and automatically expire 20 days after the date, barring mention of another period on the offer. Every transferred order commits the contracting partner but only commits YAMAZAKI MAZAK EUROPE N.V. following written confirmation. Orders to COMS under a certain minimum amount can always be refused. If so, the amount in question shall be notified on request. 3. The delivery period, are only notified by way of indication by YAMAZAKI MAZAK EUROPE N.V. and shall be respected as much as possible. Delays in the delivery period do not justify a cancellation of the order or a breaking of the sale, a reduction of the price or a claim for indemnity of whatever nature. 4. The goods are transported barring explicit departures offered or accepted by YAMAZAKI MAZAK EUROPE N.V., for the account and at the risk of the contracting partner – addressee. All additional costs, such as storage and transport of the goods (a second time), are completely for the account of the contracting partner. By way of example and among others, during the delivery from the warehouse, YAMAZAKI MAZAK EUROPE N.V. cannot be held responsible for possible damage to the goods. 5. Every cancellation of the order needs to be made in writing and is only valid provided written acceptance of YAMAZAKI MAZAK EUROPE N.V. In case of cancellation of the order, the contracting partner, in addition to repayment of the costs incurred by YAMAZAKI MAZAK EUROPE N.V., shall owe YAMAZAKI MAZAK EUROPE N.V. fixed damages of 25% of the purchase price, with a minimum of € 123,95 for each cancellation. 6. In case of stoppages of work, strikes, circumstances beyond one's control, coincidence and/or government measures, YAMAZAKI MAZAK EUROPE N.V. shall be dismissed from the obligation of delivery and/or performance. Stoppages of work also comprise shortcomings of YAMAZAKI MAZAK EUROPE N.V. suppliers for whatever reason. YAMAZAKI MAZAK EUROPE N.V. has the choice between cancelling the contract by operation of law without damages and on the other hand an extension of the period of delivery and/or performance with a duration equalling that of the interruption. The cancellation of the extension of the period shall be served by registered letter. 7. The price is the price specified on the offer. If, between the date of the offer and the date of the delivery, a price increase were to occur following a change in taxes or levies on the merchandise, YAMAZAKI MAZAK EUROPE N.V. has the right to on-charge this without the buyer being entitled to dissolve the contract. Another price increase, irrespective of the seller's intention, van always be on-charged provided the buyers' right to – i.e. if the increase amounts to more than 5% - cancel the sale at the latest on the delivery date provided payment in that case of fixed damages to the amount of 25% of the agreed price. 8. All information that YAMAZAKI MAZAK EUROPE N.V. provides regarding the offered or sold merchandise is notified in good faith in accordance with the instructions received from the manufacturer, producer and/or supplier. Under no circumstance can YAMAZAKI MAZAK EUROPE N.V. be held liable for wrongful information that it received and communicated regarding the content, the quality, the quantity and the general description of the offered or sold merchandise. 9. Possible complaints mark disputes or protests regarding the goods are only admissible in writing and by registered letter within 5 days after delivery. After this period of 5 days, the contracting partners deemed to accept the delivered goods and complaints will no longer be accepted. Following the coming into operation, processing, adaptation or delivery to third parties of all or part of the delivery, YAMAZAKI MAZAK EUROPE N.V. shall accept no more complaints. Goods cannot be returned without prior consent. Returns must always be free delivery. In case YAMAZAKI MAZAK EUROPE N.V. does not agree with a return of goods but decides to accept the goods, this is always subject to all rights and for the account of the contracting partner. The goods will be stored by YAMAZAKI MAZAK EUROPE N.V. for the buyers account and risk. All complaints regarding an invoice are only admissible when in writing and by registered letter within 5 days after the invoice date. On expiry of this period, the contracting partner is deemed to have accepted this Invoice. 10. On delivery, the contracting partner needs to inspect the goods immediately and thoroughly. Any nonconformity needs to be reported within 5 days as specified in the preceding article. On expiry of this period follows the final and irrefutable acceptance that the delivered goods are in order and free of any visible defects. In case of a non-compliant delivery, YAMAZAKI MAZAK EUROPE N.V. has the right to replace the delivery or to dissolve the contract without this giving rise to any indemnity claims. 11. The guarantee provided by YAMAZAKI MAZAK EUROPE N.V. is always restricted to the products and materials offered by the constructor and/or the importer. In any case and without prejudice to stricter stipulations of the manufacturer and/or importer, the guarantee period is restricted to 6 months after delivery. In case a defect was found, the buyer - contracting partner needs to return the goods in the original packaging and with copy of YAMAZAKI MAZAK EUROPE N.V.'s invoice. Replaced parts remain the property of COMS N.V. In case COMS N.V. offers a compliant (repaired or replaced) part afterwards, the buyer – contracting partner shall not be able to claim dissolution of the purchase nor

any damages. Under no circumstance can the value of the guarantee exceed the value of the purchase. Hidden defects can only give rise to compensation if they are detected quickly and have been reported within 5 days. 12. By operation of law, all invoices are payable in cash immediately following receipt of the Invoice, unless explicitly agreed otherwise, at YAMAZAKI MAZAK EUROPE N.V.'s office or on its bank. This debt is portable. In case of the non-payment of the invoice on the due date, the invoice amount shall be increased by fixed damages of 15% of the invoice amount with a minimum of € 123,95 per invoice, which corresponds with the damage incurred by YAMAZAKI MAZAK EUROPE N.V. following the late payment and administrative costs. In any case, YAMAZAKI MAZAK EUROPE N.V. retains the right to claim higher damages if it can prove it. Moreover, an interest of 15 % a year shall be owed without requiring a summons. Principal amount, damages and interest are claimable by operation of law without requiring any proof of default. Cash payment is the essence of every contract involving YAMAZAKI MAZAK EUROPE N.V. as the selling party. 13. The non-payment on the due date of one single invoice makes the owed balance of all the other invoices, even of the non-expired invoices, immediately due and payable by operation of law. 14. When the buyer-contracting partner fails to perform his obligations, the sale can be dissolved by operation of law and without notice of default by means of damages and interest. YAMAZAKI MAZAK EUROPE N.V.'s trust in the creditworthiness of the buyer-contracting partner is tarnished by court actions against the buyer and/or provable other events, which cast doubt over the trust in the smooth performance of the obligations in question entered into by the buyer-contracting partner and/or render them impossible, YAMAZAKI MAZAK EUROPE N.V. retains the right, even if the goods were already wholly partly shipped, to suspend the whole order or part of the order and to demand appropriate guarantees from the buyer – contracting partner. If the buyer – contracting partner refuses to go into this, YAMAZAKI MAZAK EUROPE N.V. retains the right to cancel the whole order or part of the order without prejudice to its right to damages and interest. 15. Retention of title. As long as the buyer-contracting partner has not fulfilled all obligations, in particular paid his debts, the goods transported by YAMAZAKI MAZAK EUROPE N.V. are the property of YAMAZAKI MAZAK EUROPE N.V. Accordingly, the delivered goods remain its property until full payment of the principal amount, costs and interest. All risks are for the account of the buyer - contracting partner. The paid advances compensate the possible losses in case of resale. 16. If the buyer-contracting partner resells the goods that belong to YAMAZAKI MAZAK EUROPE N.V., even processed, all debts arising from this resale need to be transferred to YAMAZAKI MAZAK EUROPE N.V. as from today. 17. The acceptance of bills of exchange and cheques does not imply any novation and in no way whatsoever detracts from the applicability of these general terms and conditions. The buyer-contracting partner recognises YAMAZAKI MAZAK EUROPE N.V.'s right to, in case of payment with cheques that are uncovered - for whatever reason - immediately request the intervention of a counsellor in which case the damage claim strictly applies, even if the principal amount of the cheques is immediately paid following a proof of default. In case of a dispute, only the courts of Leuven or the justice of the peace court of Leuven have jurisdiction. Only Belgian law applies to this contract. All legal costs regarding recovery shall be chargeable to the client.

Sanctions against Russia and Belarus

In addition to the General Terms and Conditions of Sale, the following terms and conditions also apply to all orders placed with Yamazaki Mazak;

To whom it may concern,

This information has been sent to you to inform you of some new EU sanctions against Russia/Belarus:

- The 12th round of EU sanctions in December 2023 introduced a requirement to contractually prohibit the re-export of goods on the Common List of High Priorities to Russia/Belarus.
- “Level 4B” was added to the Common List of High Priorities for Russian/Belarus sanctions in February 2024. Machine tools are now included as they have been determined to be critical to the production of items used in Russian/Belarus warfare.
- Level 4B applies to “CNC Machine Tools and Components” and includes Mazak machining centres, turning centres, components and accessories.
- Mazak’s standard contractual clauses are being updated to include an appropriate “No Exports to Russia and Belarus” clause, details of which are provided below:

1 *No-Russia / Belarus Exportion Clause*

- 1.1 *The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation and Belarus any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or such equivalent provisions of The Russia (Sanctions) (EU Exit) Regulations 2019 and the Export Control Order 2008, as amended from time to time.***
- 1.2 *The Customer shall use its best endeavours to ensure that the purpose of [Condition 1.1] is not frustrated by any third parties further down the commercial chain, including by possible resellers.***
- 1.3 *The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of [Condition 1.1].***
- 1.4 *Any violation of this [Condition 1] shall constitute a material breach of this Contract, which the Customer acknowledges may cause the Company significant losses, including, but not limited to, damage to its brand and/or reputation. Accordingly, the Company shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Contract and all Orders placed under it, and any other agreements in force between the Company and the Customer; and (ii) payment of liquidated damages equivalent to of 100% of the total value of this Contract or Price of the Goods exported, whichever is higher.***
- 1.5 *The Customer shall immediately inform the Company about any problems in applying [Conditions 1.1 to 1.3], including any relevant activities by third parties that could frustrate the purpose of [Condition 1.1]. The Customer shall make available to the Company information concerning compliance with the obligations under [Conditions 1.1 to 1.3] within two weeks of the request for such information.***