

1. Article 1: Applicability

- 1.1. These general terms and conditions apply to every offer issued by MBT CLIMATE BENELUX NV, with registered office at 3650 Dilsen-Stokkem, Kruishoefstraat 50 and company number 0428.107.718 (hereinafter: "MBT CLIMATE BENELUX"), and to every natural or legal person purchasing products from and/or using services provided by MBT CLIMATE BENELUX for professional purposes (B2B context) (hereinafter: the "Customer"). These general terms and conditions also apply to every agreement concluded with a company affiliated with MBT CLIMATE BENELUX within the meaning of article 1:20 of the Belgian Code of Companies and Associations (WVV), also referred to herein for ease of reading as MBT CLIMATE BENELUX.
- 1.2. By entering into an agreement with MBT CLIMATE BENELUX, and provided that the general terms and conditions have been made available to the Customer beforehand, the Customer acknowledges having read and fully accepted these general terms and conditions of MBT CLIMATE BENELUX (hereinafter: the "Conditions"). By entering into an agreement with MBT CLIMATE BENELUX, the Customer expressly waives its own terms and conditions and acknowledges the exclusive applicability of the present Conditions, unless MBT CLIMATE BENELUX has expressly agreed in writing beforehand to (part of) the Customer's terms and conditions. Any agreed deviation shall apply exclusively to the specific transaction or assignment for which it was agreed. The Customer is expressly informed that the Conditions may be amended in the future, so that the Customer shall be deemed to have read, accepted, and approved the general terms and conditions in force at the time of each order or assignment.
- 1.3. Insofar as MBT CLIMATE BENELUX makes use of any special terms and conditions and/or deviating provisions in an offer, quotation, or agreement, such provisions shall prevail over the present Conditions, whereby the present Conditions shall serve as supplementary provisions. Deviations from and/or additions to these Conditions shall only be valid if and insofar as they have been expressly accepted in writing by MBT CLIMATE BENELUX. If MBT CLIMATE BENELUX has accepted such deviations and/or additions, the present Conditions shall continue to apply on a supplementary basis.

2. Article 2: Offers, Orders and Assignments

- 2.1. All quotations and offers issued by MBT CLIMATE BENELUX are non-binding and shall merely constitute an invitation to the Customer to place an order or assign a task. MBT CLIMATE BENELUX reserves the right to withdraw any quotation or offer at any time as long as such offer has not been accepted. An agreement shall only be concluded after written confirmation of the order or assignment by MBT CLIMATE BENELUX. Once accepted, all written orders, assignments, and order confirmations of the Customer shall be irrevocable, unless otherwise agreed in writing. MBT CLIMATE BENELUX shall be free to choose its contractual partners.
- 2.2. The Customer may cancel or amend an ongoing order or assignment free of charge, provided this is notified in writing within 72 hours after receipt of the order confirmation.
- 2.3. In the event of late cancellation, but no later than the moment of delivery of the goods, the following cancellation fees shall apply: (i) for orders of or assignments relating to stock goods, the cancellation fee shall amount to 40% of the original invoice amount, and (ii) for orders of or assignments relating to non-stock goods, the cancellation fee shall amount to 60% of the original invoice amount.

3. Article 3: Performance of Services

- 3.1. All services to be provided by MBT CLIMATE BENELUX shall be performed with due care and in accordance with professional standards and best practices. The obligations of MBT CLIMATE BENELUX in the context of service provision shall constitute obligations of means, unless an obligation of result has been expressly agreed upon in writing.
- 3.2. Any deadlines indicated by MBT CLIMATE BENELUX for the performance of services are purely indicative and shall in no event be binding, unless expressly confirmed in writing by MBT CLIMATE BENELUX. Any delayed performance shall not give rise to compensation, nor to cancellation or termination of the agreement.
- 3.3. The Customer undertakes to provide all documents, information, and access required for the proper performance of the assignment. If the

performance of the assignment is delayed or hindered due to the actions or omissions of the Customer, MBT CLIMATE BENELUX shall be entitled to charge the resulting additional costs to the Customer.

- 3.4. MBT CLIMATE BENELUX reserves the right to entrust certain activities within the assigned task to qualified third parties, under its own responsibility. The Customer expressly waives the right to bring any direct claim against subcontractors or other third parties appointed by MBT CLIMATE BENELUX.

4. Article 4: Prices

- 4.1. The prices for goods are based on DAP (ICC Incoterms 2020) for deliveries within the EU and DDP (ICC Incoterms 2020) for deliveries outside the EU. A tailor-made price shall be applied for each order or assignment, which shall only be valid for that specific order or assignment. The prices for both goods and services are determined based on the rates stated in the quotation and are exclusive of VAT.
- 4.2. By way of derogation from article 4.1 of the present Conditions, all taxes, duties, transport and insurance costs, of whatever nature, applicable to the price or the goods, shall be paid separately by the Customer.
- 4.3. MBT CLIMATE BENELUX reserves the right to proportionally increase the agreed price as a result of currency fluctuations, increases in the prices of materials, auxiliary materials and raw materials, wages, salaries, social security charges, government-imposed costs, environmental charges and taxes, transport costs, import and export duties, or insurance premiums occurring between the order confirmation and the final delivery of the goods or performance of the services.

5. Article 5: Delivery Terms and Conditions

- 5.1. Any delivery periods indicated by MBT CLIMATE BENELUX are purely indicative and shall in no event be binding upon MBT CLIMATE BENELUX, unless expressly confirmed in writing by MBT CLIMATE BENELUX. The Customer acknowledges and accepts that the delivery of the products is subject to the availability of the products and accessories on the market. Any delayed delivery shall not give rise to and/or entitle the Customer to compensation, nor to cancellation of the order or termination of the agreement. MBT CLIMATE BENELUX shall have the right to carry out partial deliveries.
- 5.2. In the event of non-delivery of the goods, any advance payments made by the Customer shall be refunded by MBT CLIMATE BENELUX, without any additional interest or other compensation.
- 5.3. Stock goods shall in principle be deliverable within 5 working days after receipt of the order confirmation. Non-stock goods shall in principle be deliverable within 15 to 30 working days after receipt of the order confirmation, depending on the type of product. Transport time is not included in the stated delivery periods.
- 5.4. Any changes to the price request, the order, the written agreement between MBT CLIMATE BENELUX and the Customer, or the order confirmation issued by MBT CLIMATE BENELUX shall automatically result in the lapse of the proposed estimated delivery periods.
- 5.5. Without prejudice to the applicable Incoterms as set out in article 4.1, the unloading of the products shall be the sole responsibility of the Customer. MBT CLIMATE BENELUX shall be responsible for the transport of the products to the agreed delivery location. The risk of loss, theft, or damage to the products shall pass to the Customer from the moment the products are made available for unloading at the delivery location, regardless of whether the Customer actually unloads or takes receipt of the products.

6. Article 6: Invoicing and Payment Terms

- 6.1. Unless otherwise agreed in writing, invoices shall be payable in cash at the registered office of MBT CLIMATE BENELUX within thirty (30) calendar days from the invoice date, without any deduction or discount, and in the currency stated on the invoice (or, if not specified, in euros). The acceptance by MBT CLIMATE BENELUX of bills of exchange or other payment instruments shall not constitute novation. Complaints relating to the delivered goods or performed services in accordance with article 8 shall not release the Customer from its payment obligation.
- 6.2. Complaints relating to invoices must, under penalty of forfeiture, be notified to MBT CLIMATE BENELUX in writing and by registered mail within five (5) calendar days after receipt of the invoice.
- 6.3. MBT CLIMATE BENELUX and the Customer shall automatically and by operation of law set off all existing and future claims against each other.

- This means that, within the ongoing relationship between MBT CLIMATE BENELUX and the Customer, only the largest claim shall remain outstanding after such set-off. This set-off shall be enforceable against third parties, including trustees in bankruptcy and concurrent creditors.
- 6.4. In the event of full or partial non-payment of an invoice on its due date, interest at the rate of one (1) percent per month shall be due automatically and without prior notice of default, calculated from the invoice date, whereby each commenced month shall be considered a full month. In addition, the Customer shall automatically and without notice be liable for a lump-sum compensation equal to ten (10) percent of the outstanding unpaid amount, with a minimum of EUR 125, without prejudice to the right of MBT CLIMATE BENELUX to claim full compensation for all costs incurred and damages suffered.
- 6.5. MBT CLIMATE BENELUX shall have the right, at any time from the conclusion of the agreement onwards, to require the Customer to provide sufficient guarantees in order to demonstrate its solvency.
- 6.6. Without prejudice to any other remedies available, MBT CLIMATE BENELUX shall have the right, notwithstanding any prior agreement, to suspend the performance of its obligations and/or to terminate the agreement with immediate effect, or to demand immediate payment of all outstanding claims, including claims not yet due:
- (a) if the Customer fails to pay an invoice (in full) on the due date or fails to comply with any other contractual obligation, and such non-payment or non-compliance is not remedied within ten (10) calendar days after written notice of default by MBT CLIMATE BENELUX; or
- (b) automatically and without prior notice of default, if the Customer becomes insolvent, is declared bankrupt, becomes subject to a bankruptcy petition, enters into judicial reorganisation proceedings or any similar insolvency procedure, wholly or partially ceases its activities, transfers assets to the detriment of its creditors, or if MBT CLIMATE BENELUX may reasonably assume that the Customer will no longer be able to meet its debts as they fall due; or
- (c) if a direct or indirect change occurs in the control of the Customer, or if the Customer transfers all or a substantial part of its assets to third parties, in whatever form.
- 6.7. The failure of MBT CLIMATE BENELUX to act immediately against a breach or non-performance by the Customer shall under no circumstances be interpreted as a waiver of its right to act against such breach or non-performance at a later stage.
- 6.8. Partial payments shall be accepted subject to all reservations and shall be allocated in the following order: (1) collection costs; (2) compensation; (3) interest; (4) principal amounts.
- 7. Article 7: Retention of Title**
- 7.1. The delivered products shall remain the exclusive property of MBT CLIMATE BENELUX until full payment of the price and of any additional services, including any damages and interest, has been made. The Customer undertakes, where necessary, to inform third parties of MBT CLIMATE BENELUX's retention of title, for example anyone who might seize the products that have not yet been fully paid for. The Customer also undertakes to keep and maintain the products in good condition until the price has been paid in full.
- 7.2. In the event of non-payment by the Customer on the due date – without prejudice to the rights of MBT CLIMATE BENELUX pursuant to article 6.4 – or if the Customer fails to comply with any other obligation, or if MBT CLIMATE BENELUX reasonably suspects, based on legitimate indications, that the Customer will not fulfil its obligations, MBT CLIMATE BENELUX shall automatically have the right to reclaim the goods by operation of law and at the Customer's expense. Late payment of an invoice shall constitute a serious indication that the Customer will not fulfil its obligations. Upon recovery of the goods, and insofar as the goods are still found to be in good condition, the amounts already paid shall be refunded to the Customer after deduction of (i) loss of profit, fixed at 15% of the total invoice amount; and (ii) lump-sum compensation of 5% of the total invoice amount. All this shall be without prejudice to the right of MBT CLIMATE BENELUX to prove higher damages.
- 7.3. The Customer irrevocably authorises MBT CLIMATE BENELUX to enter the premises where the goods are located and to physically recover or repossess such goods, or, if they have been attached to movable or immovable property, to dismantle and recover or repossess them.
- 7.4. If the Customer resells the goods before full payment of the price and all accessories, or if the retention of title is breached in any manner whatsoever, MBT CLIMATE BENELUX shall automatically obtain a pledge over the resale price, or over the Customer's claim against its purchaser, up to the amount of all sums owed by the Customer to MBT CLIMATE BENELUX.
- 7.5. The Customer undertakes to take all reasonable measures necessary to safeguard the ownership rights of MBT CLIMATE BENELUX in the unpaid goods. In the event of seizure by third parties or if third parties assert rights over these goods, the Customer shall immediately notify MBT CLIMATE BENELUX thereof in writing.
- 8. Article 8: Acceptance, Complaints and Return Policy**
- 8.1. Acceptance and Complaints**
- 8.1.1. The use, processing, repackaging, resale, or actual use of the goods delivered or works performed by MBT CLIMATE BENELUX, as well as the payment of the corresponding invoice, shall be deemed to constitute final approval and acceptance and shall qualify as the final delivery and acceptance of the relevant goods and/or works. This shall release MBT CLIMATE BENELUX from its responsibilities and liability in accordance with article 12 of these general terms and conditions.
- 8.1.2. Any damage occurring during transport must be reported immediately upon receipt of the goods on the official transport document (CMR, consignment note, etc.) in as much detail as possible. This document must be signed by both the recipient and the driver, stating their names, the date, and the time. A copy thereof, together with photographic evidence of the damage, must be provided to MBT CLIMATE BENELUX within seven (7) working days after receipt. Complaints that do not comply with these conditions (signed CMR mentioning the damage, photographs, timely notification) shall not be accepted.
- 8.1.3. Unless otherwise provided in specific warranties offered by MBT CLIMATE BENELUX, complaints relating to any shortcoming, defect, or non-conformity of the delivered goods or performed services ("Defect") shall only be valid if they are reported in writing by means of the form made available for that purpose by MBT CLIMATE BENELUX, and within three (3) working days after delivery or performance in the case of visible Defects.
- 8.1.4. Defects qualifying as hidden defects must be notified to MBT CLIMATE BENELUX by registered letter no later than within seven (7) calendar days after discovery of the Defect.
- 8.1.5. In the event of a timely and validly reported complaint, MBT CLIMATE BENELUX shall, at its sole discretion, repair or replace the Defective goods, issue a reasonable credit note, or reperform the services or works. These measures shall constitute full compensation for any and all possible damages and shall not imply any acknowledgment of liability.
- 8.1.6. Complaints and/or any (partial) replacement or repair of goods shall under no circumstances release the Customer from its payment obligation.
- 8.2. Return Conditions**
- 8.2.1. Unless expressly agreed otherwise in writing, MBT CLIMATE BENELUX shall not grant the Customer any right to return delivered goods. Any return shall only take place subject to the express prior written consent of MBT CLIMATE BENELUX.
- 8.2.2. If MBT CLIMATE BENELUX agrees to a return, such return shall only be permitted for undamaged goods in their unopened original packaging and subject to compliance with the return conditions applied by MBT CLIMATE BENELUX. These return conditions shall always be communicated by MBT CLIMATE BENELUX upon acceptance of the return request and shall at all times be available for consultation on the website of MBT CLIMATE BENELUX. [<https://vasco.eu/en/general-terms-sale>]
- 8.3. Complaints and return requests must exclusively be submitted by means of the standard form made available by MBT CLIMATE BENELUX. Only correctly and fully completed requests shall be processed.
- 8.4. Goods returned to MBT CLIMATE BENELUX without prior written consent shall not be accepted and shall not give rise to any credit note or any other obligation.

9. Article 9: Warranty

- 9.1. MBT CLIMATE BENELUX warrants that its products comply with the technical specifications set out in the accompanying product documentation and that its services shall be performed with due care and professional expertise. Minor deviations in the colour, quality, or dimensions of products are reserved and shall not constitute a defect.
- 9.2. The warranty periods and conditions vary depending on the product category. Certain products may be supplied with a commercial warranty or manufacturer's warranty. Such warranties are supplementary and shall not limit the statutory warranty. For services, the standards of due care as set out in articles 3 and 9.1 shall apply.
- 9.3. The warranty shall not cover defects resulting from improper use, negligence, modifications, normal wear and tear, or intervention by third parties not designated by MBT CLIMATE BENELUX. The Customer shall at all times strictly comply with the instructions for use and/or installation manual.
- 9.4. The warranty for products shall exclusively cover the supply of replacement products or parts, or their repair, at the sole discretion of MBT CLIMATE BENELUX. Labour costs, dismantling, installation, and travel expenses shall not be covered by the warranty. For services, the warranty shall be limited to the reperformance of the services in accordance with article 8.1.5.
- 9.5. The Customer shall notify MBT CLIMATE BENELUX in writing of any warranty claims within two (2) working days after becoming aware thereof. Failing such notification, any recourse against MBT CLIMATE BENELUX shall lapse.

10. Article 10: Intellectual Property and Confidentiality

- 10.1. Drawings, technical descriptions, designs, calculations, reports, and works produced by MBT CLIMATE BENELUX or on its behalf shall remain the property of MBT CLIMATE BENELUX. They may not be provided or shown to third parties for the purpose of obtaining a comparable quotation. Nor may they be copied or otherwise reproduced without the express prior written consent of MBT CLIMATE BENELUX. The documents, plans, and descriptions form an integral part of the agreement.
- 10.2. All documents, information, models, reports, and/or designs of any nature whatsoever provided to the Customer during the negotiations and/or the performance of the agreement with MBT CLIMATE BENELUX, and/or referred to in any document issued by MBT CLIMATE BENELUX, including the order confirmation, delivery note, and any service reports, shall be treated as confidential. Upon the first request of MBT CLIMATE BENELUX, the aforementioned documents shall be returned.
- 10.3. The aforementioned obligations shall remain in force even after the termination or expiry of the agreement between MBT CLIMATE BENELUX and the Customer, at least until the relevant documents, information, models, and/or designs have entered the public domain through no fault of the Customer.

11. Article 11: Processing of Personal Data

- 11.1. The Customer's personal data shall be processed in accordance with the privacy policy of MBT CLIMATE BENELUX: [<https://vasco.eu/en/privacy-policy>].
- 11.2. The website of MBT CLIMATE BENELUX may contain links to external websites that may be useful or informative for the visitor. Such links are provided for information purposes only. MBT CLIMATE BENELUX shall not be responsible for the content of such external websites and cannot be held liable for any use of, or consequences resulting from the use of, such websites.
- 11.3. In any event, the Customer may exercise the rights to which it is entitled under the applicable legislation concerning the processing of personal data by contacting privacy@vasco.eu.

12. Article 12: Liability

- 12.1. The liability of MBT CLIMATE BENELUX, both for the delivery of goods and for the performance of services, shall be limited to its statutory responsibilities as producer, reseller, and/or service provider and shall in all cases be limited to the lower of: (a) the relevant invoice amount including VAT, or (b) the amount paid out under the insurance policy concluded by MBT CLIMATE BENELUX.
- 12.2. MBT CLIMATE BENELUX shall only be liable for damage that is the direct and foreseeable result of a proven fault in the performance of the

agreement, whether relating to the delivery of goods or the performance of services. All indirect, intangible, or consequential damages, including but not limited to loss of profit, production losses, loss of customers or contracts, reputational damage, and environmental damage, are expressly excluded.

13. MBT CLIMATE BENELUX shall under no circumstances be liable for
 - damage resulting from improper or unsuitable use of the goods;
 - damage caused by the Customer, reseller, end user, or third parties;
 - damage to goods that have been modified or in which non-compliant components have been used;
 - damage resulting from non-compliance with legal obligations or the user manual;
 - advice provided in relation to products;
 - printing or typographical errors in catalogues, price lists, or on the website;
 - technical data provided by suppliers or manufacturers.

13.1. For goods that are not manufactured by MBT CLIMATE BENELUX but merely resold by it, MBT CLIMATE BENELUX shall only be liable for the conformity of the delivery. In the event of complaints relating to such goods, MBT CLIMATE BENELUX shall act solely as an intermediary between the Customer and the relevant manufacturer or supplier.

13.2. MBT CLIMATE BENELUX shall not be liable for damage caused by its agents, subcontractors, or other third parties.

13.3. This liability regime shall apply in addition to the warranty as set out in article 9 and shall only apply if and insofar as the Customer is not entitled to repair, replacement, or price reduction under the warranty conditions.

14. Article 13: Force Majeure and Hardship

- 14.1. In the event of force majeure, MBT CLIMATE BENELUX shall be entitled to suspend the performance of its obligations or to terminate the agreement in whole or in part, without being liable for any compensation. Force majeure shall mean any circumstance beyond the will and control of MBT CLIMATE BENELUX that wholly or partially prevents or excessively hinders the performance of its obligations.
- 14.2. Force majeure shall include, without limitation: production interruptions, supply problems, shortages of raw materials, labour, energy or transport, currency fluctuations, price increases, strikes, lock-outs, war, epidemics, pandemics, government measures, energy failures, late deliveries by third parties, and export bans.
- 14.3. Hardship shall mean any change in circumstances occurring beyond the reasonable control of MBT CLIMATE BENELUX after the conclusion of the agreement, which could not reasonably have been foreseen or avoided at the time the agreement was concluded, and which significantly disrupts the economic balance of the agreement to the detriment of MBT CLIMATE BENELUX.
- 14.4. In the event of hardship, MBT CLIMATE BENELUX shall have the right to:
 - suspend the performance of its obligations; and
 - request a renegotiation of the contractual conditions in order to restore the economic balance.

The Customer undertakes to participate in such renegotiations in good faith. If the parties fail to reach an agreement within a reasonable period following such request, MBT CLIMATE BENELUX shall have the right to terminate the agreement without being liable to pay any compensation whatsoever.

14.5. MBT CLIMATE BENELUX shall promptly notify the Customer in writing of the situation of force majeure or hardship and shall, where appropriate or possible, propose corrective measures.

15. Article 14: Nullity – Waiver – Amendments

- 15.1. If any provision of these Conditions is declared invalid, unlawful, or void, this shall in no way affect the validity, lawfulness, and enforceability of the other provisions. The failure by MBT CLIMATE BENELUX at any time to enforce any of the rights listed in these Conditions, or to exercise any right hereunder, shall never be considered as a waiver of such provision and shall never affect the validity of such rights.
- 15.2. MBT CLIMATE BENELUX reserves the right at all times to amend these General Terms and Conditions. Ongoing agreements shall always

remain subject to the conditions applicable at the time the agreement was concluded. Any reservation or order placed after an amendment to the General Terms and Conditions shall constitute acknowledgement and acceptance of the new conditions in force at that time.

16. Article 15: Applicable Law and Dispute Resolution

- 16.1. All relationships between MBT CLIMATE BENELUX and the Customer shall be governed exclusively by Belgian law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.
- 16.2. Disputes between MBT CLIMATE BENELUX and the Customer shall be subject to the exclusive jurisdiction of the competent courts of the registered office of MBT CLIMATE BENELUX. If the Customer is not established in a member state of the European Union, disputes between MBT CLIMATE BENELUX and the Customer shall be finally settled in accordance with the CEPANI Arbitration Rules by three arbitrators appointed in accordance with said rules. The seat of arbitration shall be Brussels. The arbitration proceedings shall be conducted in English. MBT CLIMATE BENELUX shall nevertheless have the right to choose to bring disputes before the courts of the Customer's registered office.

Maintenance and Installation Instructions

1: Prevention of Internal Corrosion

To prevent internal corrosion in radiators, the ingress of oxygen into the installation system must be avoided. This must be taken into account during the design, installation, and operation of the system. We recommend using our radiators only in properly dimensioned closed systems. If MBT CLIMATE BENELUX units are installed in non-ventilated, humid, or aggressive environments, the Customer must inform MBT CLIMATE BENELUX thereof in order to allow an additional anti-corrosion treatment to be applied at an additional cost. If we supply valves and seals together with our units, these are provided solely to facilitate our production process.

2: Importance of Maintenance and Protector

The need for regular bleeding or refilling of water indicates defects in the installation and requires technical intervention. Since virtually every installation consists of different metals (copper, steel, brass, aluminium, plastic), corrosion caused by electrolysis must be avoided. For this purpose, MBT CLIMATE BENELUX offers the Protect 1+1 protector.

2.1: Properties of the Protector

- Ensures optimal protection for steel, cast iron, aluminium, copper, and copper alloys; does not affect plastic pipes or sealing materials;
- Contains inhibitors that prevent galvanic corrosion between metals with different potentials;
- Contains dispersants and hardness stabilisers that prevent deposits on the internal heating surfaces.

2.2: Use of the Protector

The water must be neutral with a pH between 6 and 8.5. If the water in the installation proves to be corrosive, the warranty shall become void.

2.3: Protector Dosage

The dosage is 1% protector relative to the water content of the heating system (e.g. 1 litre of protector per 100 litres of water). The treatment is permanent; a single dosage is sufficient. In the event of any refilling of water, the concentration must be checked.

3: Plugs and Screws

Plugs and screws are not supplied. Depending on the wall construction and the weight of the radiator, your specialist dealer can advise you on the appropriate type and number of plugs and screws.

4: Malfunctions and Repairs

If the radiator is not functioning properly, do not attempt to carry out any work yourself. Please contact your installer.

5: Instructions for the Return of Radiators: see the General Terms and Conditions.

6: Applicability: These maintenance and installation instructions are subject to and must be read in conjunction with the General Terms and Conditions of Sale of MBT CLIMATE BENELUX (version February 2026).