

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. APPLICABILITY

These general terms and conditions of sale (the “**GTC**”) govern the commercial relationship between BENUTS S.A., whose registered office is located at Place Alphonse Favresse 39 - 1310 La Hulpe, VAT BE0832.947.314 (“**Our Company**”), and its clients (the “**Client**”) (together: the “**Parties**”). Any deviation from the GTC shall only be valid if expressly agreed in writing by the Parties. The application of any other provision, communication, or general terms and conditions of the Client is excluded. The GTC are made available on Our Company's website. The Client is therefore deemed to have read them and accepted all their provisions. They cannot be contested in the case of an ongoing commercial relationship.

### 2. QUOTES, PURCHASE ORDERS, AND PRICES

Quotes and purchase orders summarizing the order (the “**Order**”) shall be deemed accepted in the event of (i) confirmation (written or oral) by the Client, (ii) undisputed execution of the Order by Our Company, or (iii) full or partial payment of an invoice relating to the Order. Quotes and purchase orders are provided for information purposes only, are non-binding, and may be revoked at any time prior to acceptance by the Client. Their validity period shall not exceed thirty (30) days. Prices correspond to those in force on the date of the offer and are stated in euros, excluding VAT. Without prejudice to Articles 4 and 6, prices are subject to revision, in particular in the event of changes to the Client's instructions and/or in accordance with Article 16.

### 3. DELIVERY TIMES

Unless otherwise stipulated in the purchase order, delivery deadlines are provided for information purposes only. Consequently, any delay in the delivery of the Client's Order shall under no circumstances give rise to its cancellation or to the payment of any compensation whatsoever. Deadlines shall be extended in the event of a delay by the Client, in particular regarding the provision to Our Company of elements necessary for the execution of the Order (magnetic tapes, documents, media, instructions, etc.) or in the payment of the agreed price to Our Company.

### 4. CANCELLATION OR MODIFICATION OF THE ORDER

Cancellation or modification, whether total or partial, of the Client's Order after acceptance of the quote and/or purchase order pursuant to Article 2 shall only be possible with the prior written authorization of Our Company. Any modification requested and granted by Our Company may result in a revision of the agreed price. In the event of cancellation of the Order by the Client, compensation shall be owed to Our Company automatically and without prior notice. The amount of compensation due in case of cancellation by the Client depends on the date on which such cancellation occurs relative to the start date of the execution schedule (the “**Schedule**”). Accordingly, in case of cancellation: (i) more than one month before the start date of the Schedule, compensation equivalent to 15% of the total amount of the Order shall be charged; (ii) less than one month before the start date of the Schedule, the compensation shall increase to 25%; (iii) less than one week before the start date of the Schedule, the compensation shall increase to 50%; (iv) after the start date of the Schedule, compensation of 50% shall apply on the part of the Order yet to be performed.

### 5. PAYMENT

Invoices are payable according to the payment schedule indicated in our quotes and/or purchase orders. In the event of a delay or interruption of the Order attributable to the Client, the billing schedule shall remain unchanged, even if the progress of the Order is suspended or delayed. Conversely, if the delay is attributable to Our Company, the billing schedule shall be automatically adjusted to reflect the observed delay. In the event of non-payment by the due date, and without the need for a formal notice, Our Company may:

(i) Suspend its services, without this being considered a breach or justifying termination at its expense, and without waiving the right to seek compensation for unavoidable costs and unassignable personnel; (ii) Retain goods, merchandise, or work in progress as security; (iii) Prevent any use of the Order by the Client until full payment has been made; (iv) Claim late payment interest, calculated in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions, as well as a fixed indemnity of 15% of the invoice amount, with a minimum of €250 per invoice.

### 6. EXECUTION OF THE ORDER

Our Company reserves the right to subcontract all or part of the Order. In such a case, the GTC shall remain fully applicable. The Client agrees to provide Our Company with copies of its films, magnetic tapes, computer data, documents, or any other media, and to retain the originals in its possession. In the exceptional case where an original is handed over, Our Company declines all responsibility for the results or consequences of any intervention, handling, or processing. Furthermore, Our Company shall not be held liable for the condition or quality of the aforementioned media after the completion of technical operations, regardless of their nature. The Client is responsible for verifying the length and quality of the materials provided to Our Company, particularly film scans, before delivery. If, during production, Our Company finds that the media are of insufficient quality and this results in additional work or delays, the resulting additional costs shall be invoiced to the Client. The Order is subject to validation at each key stage of its progress. Any stage validation by the Client is considered final. As a result, any request for modification after validation of a stage may be subject to additional invoicing. Upon completion of the production, a screening session is organized in the presence of the Client to collect feedback. Our Company will carry out the necessary adjustments. However, any request for changes involving the creation of new elements or effects not foreseen in the Order and requiring more than two hours of technical work shall be subject to a quote and additional invoicing. The final product delivered to the Client does not include the source files, which remain the exclusive property of Our Company and shall not be delivered to the Client. In the exceptional case where a source file is made available to the Client or a third party, the Client undertakes — on its own behalf and on behalf of the third party concerned — to: (i) return the said file at the end of its use; (ii) make no copies (or destroy any temporarily necessary copies); and (iii) not disclose or transfer the source file to any third party, except with the prior written consent of Our Company. The Client authorizes Our Company to use the Order for promotional purposes (on its website, at trade shows, for demonstration purposes, etc.).

### 7. TRANSFER OF RISK AND EXPENSES

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### 8. COMPLAINTS

To be valid, any claim must be submitted by registered mail or by email with acknowledgment of receipt within five (5) calendar days following the delivery of the Order. If the Client fails to take delivery, this period shall begin on the date the invoice is sent. Failure to raise a claim in accordance with the above conditions shall constitute the Client's full and unconditional acceptance of the Order and its corresponding invoice. In any case, the (partial or otherwise) use of the Order shall automatically be deemed acceptance of the entirety thereof and shall exclude any subsequent claim of any kind. A defect affecting part of the Order shall not entitle the Client to reject the entire Order. Claims do not suspend the Client's payment obligations for the remainder of the Order or for any other orders.

### 9. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing and subject to full payment of all invoices related to the Order, Our Company assigns to the Client any intellectual property rights it may hold in connection with the Order (the “**Creations**”).

### 10. OWNERSHIP OF MATERIALS

Ownership of the physical Order shall only be transferred upon full payment of all invoices related to the Order, including any applicable fees and interest. The Client retains ownership of the materials entrusted to Our Company in connection with the Order; likewise, Our Company retains ownership of all equipment, methods, techniques, processes, source files and production tools, software or other applications, databases, and know-how used in the execution of the Order. The Client agrees not to use, reproduce, or disclose any of these to third parties. Projects and Creations proposed to the Client but not accepted are strictly confidential and remain the property of Our Company.

### 11. PERSONAL DATA

If personal data is exchanged in the course of the commercial relationship, the Parties undertake to comply with all applicable laws relating to the protection of personal data, including Regulation (EU) 2016/679 and the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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All information exchanged between the Parties in the context of the Order is strictly confidential, except for public information or that which is normally publicly accessible.

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The Client guarantees it owns all content or materials provided to Our Company for the Order and that they do not infringe third-party rights (intellectual property, image rights, etc.). The Client shall indemnify Our Company against any such claims.

### 14. LIABILITY

Our Company's liability for any damages arising from the Order is expressly excluded, except where required by mandatory law.

### 15. INSURANCE

Both Parties warrant that they have appropriate insurance policies covering their respective liabilities.

### 16. CHANGE OF CIRCUMSTANCES

If the execution of the Order becomes significantly more difficult or burdensome for Our Company due to an unforeseeable change at the time the Order was concluded, and which is not attributable to Our Company, the Client shall, in accordance with Article 5:74 of the Civil Code, be required to renegotiate in good faith the terms (in particular financial terms) with a view to their adjustment, within a reasonable period after Our Company has invoked this provision. Our Company may in particular request an annual revision of its rates in any of the following cases: (i) Wage indexation exceeding 2%; (ii) Increase in energy and/or raw material costs exceeding 2%; (iii) Increase in local and/or regional taxes exceeding 2%. The Client is required to respond in good faith to Our Company's justified request within a reasonable period and may only refuse such request on well-founded grounds. The new rates shall take immediate effect.

### 17. FORCE MAJEURE

Force majeure shall be deemed to include any event beyond the control of the Parties that prevents, hinders, or delays the execution of the Order, or that results in an excessive aggravation of the performance of Our Company's obligations. Such events release Our Company from all liability and entitle it to (i) reduce its obligations, (ii) cancel the Order, or (iii) suspend its performance, without Our Company being liable for any compensation. In all cases, services already rendered under the Order must be paid for, and any advance payments made shall be non-refundable.

### 18. GENERAL PROVISIONS

If any provision of these General Terms and Conditions is found to be null and void, such invalidity shall not affect the validity of the remaining provisions. Nothing in these General Terms and Conditions shall be construed as a waiver by Our Company of any of its rights or of its right to claim damages.

### 19. JURISDICTION AND APPLICABLE LAW

These GTC are governed by Belgian law. The Parties agree to attempt to resolve amicably any dispute relating to these GTC. Failing an agreement, they agree to submit the dispute to mediation before any legal action. In the event mediation fails, the French-speaking courts of the judicial district of Brussels shall have exclusive jurisdiction.

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### 19. JURISDICTION AND APPLICABLE LAW

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## GENERAL TERMS AND CONDITIONS OF SALE

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