



Preamble

DNM ACQUISITION offers the sale or rental of reliable and fast payment terminals equipped with the latest technologies. DNM ACQUISITION also offers hardware installation, configuration, customization, commissioning, proper functioning tests, demonstration, training of user personnel and maintenance of the equipment purchased or rented. These general conditions of sale/rental are applicable, except for specific written exceptions, accepted by mutual agreement of the parties, to all orders received by DNM ACQUISITION and relating to the supply of payment terminals. Placing an order implies the Customer's full and complete acceptance of these general terms and conditions. Any contrary condition imposed by the Customer is unenforceable against DNM ACQUISITION.

DNM Acquisition cannot be bound by any other document. These general terms and conditions prevail over any other purchase/rental conditions or purchase orders of the Customer. DNM ACQUISITION reserves the right to modify these general terms and conditions at any time, without notice.

Article 1: Definition

Under these General Conditions of Sale (the "Conditions / GTC"), the following terms are understood to mean:

1. The Seller/Lessor: the company DNM ACQUISITION, established in Belgium and whose statutes are filed under VAT number 0831.700.566
2. The Customer: the legal or natural person or the association of natural persons or the group which purchases goods from the Seller and which concludes a sales/rental contract with him.
3. The Contract: the agreement between the Seller and the Customer, to which these Conditions apply.
4. UID or Merchant Identification: unique identification number of the merchant contract with the acquirer.
5. TID or Terminal Identification: unique identification number of the terminal with the fleet manager.

Article 2: Fields of application

DNM Acquisition is a Belgian company that offers payment solutions. As a broker, it offers a wide range of payment terminals and collaborates with various banking operators.

These general terms and conditions define the obligations of each Party and apply to all our contractual relationships. As a Client, you acknowledge having read and accepted these general terms and conditions, payment and/or signing of the Contract constitutes confirmation of agreement to these. In the event of a contradiction between the clauses of the Contract and those of these general terms and conditions, the former shall prevail.

All business relationships and services provided by the Seller to its Customer are and will be governed by Belgian law and by these General Conditions.

Article 3: Formation of the Contract

These general terms and conditions of sale/rental/leasing form the Contract, accompanied, where applicable, by other documents expressly referred to in the purchase order, constitute the entire agreement between the parties. These contractual documents cancel and replace in their entirety all other terms and conditions to the contrary and/or having a different meaning that may have been proposed by the Customer, as well as all oral and/or written communications between the parties that have not been expressly incorporated into the existing agreement between them.

Unless otherwise stipulated, offers, documentation, catalogs and quotes are provided by the Seller/Lessor for informational purposes only. No modification of the terms of the agreement between the parties shall be binding on the Seller/Lessor, unless expressly agreed in writing by the latter. Any offer sent by the Seller/Lessor to a Customer shall only become final upon acceptance of these general terms and conditions of sale/rental. Acceptance of the Seller's offer/

Lessor or the placing of an order by the Customer entails the Customer's acceptance of these general conditions of sale/rental, unless otherwise agreed. expressly established in writing.

Article 4: Duration of the contract

The rental contract is concluded for a minimum period of 12 months. After the first 12 months, the contract will be tacitly renewable, from year to year.

Article 5: Price

The price payable by the Customer appears on the invoice issued by. Prices are given excluding taxes and in Euros, including excise duties unless otherwise stated. Prices are may be modified at any time without notice, and the material will be invoiced on the basis of the rate in effect at the time of formation of the Contract. In addition, any creation or variation in tax to which the Customer's orders are subject will be immediately reflected in all current offers and orders.

Hourly rates, contracts and miscellaneous fees will be automatically indexed each year on January 1st based on the consumer price index for December of the previous year.

Article 6: Payment

Payments can be made in cash, by bank transfer.

Invoices are payable on the date of receipt of the invoice unless the due date for payment of the invoices is a banking holiday in the country of the recipient bank. In this case, payment of invoices will be made on the last business day preceding the due date for payment of the invoices. The Seller/

The Lessor reserves the right to allocate differently any sums received from the Client in settlement of invoices due for more than 30 days, increased by late payment interest and all costs arising from these debts in the following order: costs, interest, amount of invoices. Under no circumstances may the Client withhold the payment from the Seller/Lessor or set off against any debts that the Seller/Lessor may have towards him, even in the event of a dispute. In the event of late payment, the Customer may not take any measures which could affect the equipment such as, for example, the sale of the equipment.

Article 7: Delivery – installation – maintenance

1. The Seller/Lessor shall make every effort to deliver the orders placed as quickly as possible. However, any shipping date or delivery time mentioned is given for information purposes only. Delivery times shall be maintained as far as possible; delays shall under no circumstances justify the cancellation of the order, the refusal of the goods or the request for damages from the Customer.

2. All risks relating to the products, in particular losses or damages, are transferred to the Customer, who will assume full responsibility for them, as depositary at the time of delivery to the Customer, i.e. from the date on which the products leave the Seller/Lessor's stores or warehouses to be shipped or delivered to the Customer. These provisions remain in force unless otherwise stipulated in writing by the Customer when ordering.

3. Subject to the contractual commitments being fully fulfilled by the Customer, the Seller/Lessor undertakes to ensure the installation of the equipment ordered, which will be subject to additional charges invoiced to the Customer unless the Seller/Lessor decides to offer this service. The services covered by the maintenance contract will not be subject to any additional costs and will not be subject to any additional costs to be borne by the Customer. On the other hand, if the Customer uses the equipment for purposes other than those provided for in the user manual or if he does not properly maintain the rented equipment, the maintenance service will be subject to separate invoicing and the Customer will be required to reimburse at its own expense, without any dispute, the repair or replacement of damaged or destroyed equipment.

4. In any event, the Customer undertakes to notify, by any written means, the Seller/Lessor, as soon as possible, and at the latest within eight days, the observation of any anomaly, malfunction, deterioration, destruction or disappearance of the equipment.

5. The Customer acknowledges that compliance with the aforementioned obligations placed on it directly contributes to the reliability and proper functioning of the system and that any failure on its part in relation to these obligations would engage its exclusive and sole liability.

6. The Seller/Lessor does not provide periodic inspections of the equipment. Maintenance work is carried out upon written request from the Customer. in the cases set out in Article 7.4.

7. Telephone assistance is available from 8 a.m. to 8 p.m., 6 days a week.

If after diagnosis by the telephone assistance service, the problem persists, an on-site repair will be scheduled, and the technician will visit the Customer on working days from 9:00 a.m. to 6:30 p.m.

8. Any maintenance intervention automatically gives rise to additional costs assessed as follows:

o125.00.-€ excluding VAT for the technician's round trip travel

€50.00 excluding VAT per half hour for the labor provided

Article 8: Retention of title clause

The payment conditions agreed by the Seller/Lessor are understood to be subject to acceptance by the Customer of the retention of title clause below, for the benefit of the Seller/Lessor under the following terms and conditions:

In the event that the Customer purchases a terminal, it will only become the property of the Customer upon full payment of the price. In the absence of payment full invoice, or only part of the invoice, the entire invoiced price will become immediately due. In the event of non-payment of any due date, as well as any violation of the above stipulations, the Seller/Lessor may demand, by any means, the return of the equipment at the Customer's expense. Any non-payment of an invoice, either in cash on the date of receipt, or on the due date if one has been set, as well as any late payment, will automatically and without the need for prior formal notice, result in the application of late payment interest of 10% per month from the date of issue or due date of the invoice, without any reminder being necessary. In any event, the Seller/Lessor reserves the right to

block the terminal remotely if the Customer has accumulated more than 1 months of delay in paying their invoice.

Article 9: Penalty clause

In addition, a fixed compensation of 20% will be claimed, calculated on the basis of the total amount appearing on the unpaid invoice, without any possibility of dispute on the part of the Customer.

Article 10: Disputing the invoice - Complaint - Liability

To be admissible, any dispute of the invoice on the part of the Customer must be notified to the Seller by registered letter with acknowledgment of receipt.

within eight (8) days of receipt of the invoice or by email with acknowledgment of receipt and confirmation from the Seller/Lessor's department, all under penalty of inadmissibility and foreclosure of the dispute. In the event of a dispute being accepted in form, the Customer remains liable for payment of the amount of the disputed invoice. It will be left to the discretion of the Seller/Lessor to carry out a possible recalculation to be applied to the last invoice. In this regard, the Customer expressly and irrevocably authorizes the Seller to take all precautionary measures with a view to obtaining payment of the invoiced goods, all costs interest and accessories in addition. If the equipment received is defective or non-compliant, the Seller/Lessor undertakes to exchange or refund it, at the Customer's choice, provided that it shows no signs of use and is returned in its original packaging, within 3 days of receipt material.

The Customer acknowledges that the Seller/Lessor's obligation of conformity is fully fulfilled when the goods correspond to the specifications indicated on the order form, at the time of delivery. The Seller/Lessor shall not be held liable under any circumstances for any damages such as loss of production, loss of business or any other direct or indirect loss or damage suffered by the Customer or any other person. The Seller/

The Lessor shall only be liable for damages caused by gross negligence or willful misconduct duly proven by the Customer. In all circumstances, the Seller/Lessor's liability shall be limited to the invoiced value of the defective equipment. In any event, the Customer shall do everything possible to minimize its prejudice and he will not be able to delay the payment of any due invoice.

Article 11: Force majeure

The Seller/Lessor is not liable for cases of force majeure affecting, in particular, the shipment or delivery of the goods. The following are considered, in particular, as force majeure: delays or disruptions in production, resulting in whole or in part from a war (declared or undeclared);

pandemics, strikes, labor disputes, riots, accidents, fires, floods, natural disasters, delays in transportation, shortages of materials, breakdowns of tools, laws, regulations or orders or any cause beyond the control of the Seller which would make the performance of its contractual obligations impracticable.

In such circumstances, the Seller/Lessor shall have a reasonable additional period of time to perform its obligations.

Article 12: Termination - return of equipment

1. In the event of non-payment or partial payment of the material delivered, after the expiry of a period of 30 days as indicated in Article 6 hereof general conditions, the Seller/Lessor reserves the right to terminate, immediately and without notice, the sale/rental contract. The Customer will then be asked to do so the compensation provided for in Article 9, the deposits paid by the Client will be definitively lost for him. The costs of removing the equipment will be borne entirely by the Customer.

2. The rental contract cannot be terminated by the Customer during the first 12 months following the signing of the terminal rental contract. From the second year, the Customer will have the option to terminate the rental contract by giving 3 months' notice, sent by registered mail with acknowledgment of receipt to the head office of DNM ACQUISITION. In the event of termination of the contract, the Seller/Lessor may claim, without any possible dispute, the Customer, the months remaining until the 12th month corresponding to the rents that he should have paid, respectively that the Seller/Lessor should have received.

3. Upon expiry of the rental contract, for whatever reason, possibly extended by mutual agreement, the Customer is required to return the equipment in good condition, taking into account normal wear and tear inherent to the duration of use of the equipment. Failing this, the repair or replacement of the equipment will be invoiced to the Customer. The equipment will be returned, unless otherwise agreed by the parties, to the Customer's site during the latter's opening hours.

Article 13. Assignment - Security

The Seller/Lessor is authorized by the Customer, who accepts it, to assign the sale/rental contract or use it as security, without affecting the form of the contract and these general conditions.

The Client undertakes to sign any document useful for the transfer or the provision of security, and to complete all necessary formalities which may be required. requested, if applicable.

Article 14. Protection of personal data

1. Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 ("the European General Data Protection Regulation (GDPR)).

2. The Customer acknowledges that it is solely responsible for the security and provision of backup copies of Customer data. Therefore, the Customer acknowledges that the Seller/Lessor shall not be liable in any way for the loss, theft or corruption of any of the Customer's data, whatever the cause, except in the case of proven fraud committed by the Seller/Lessor.

3. The information collected for customer management and service provision is recorded in computer files stored locally and on servers in the Cloud. The personal and nominative information collected is necessary for the provision of services and relationship management. commercial. This information is intended for the Seller/Lessor, and may in this context be communicated to organizations or companies linked to it (subsidiaries, subcontractors and their agents). This information and data is also kept for security and backup purposes, in order to comply with legal and regulatory obligations and to enable the Seller/Lessor to improve and personalize the services offered to customers. Access to Personal data is strictly limited to employees and agents of the Seller/Lessor, authorized to process it due to their duties. The information collected may possibly be communicated to third parties linked to the Seller/Lessor by contract for the performance of subcontracted tasks necessary for the order management, without customer authorization being required.

4. The Seller/Lessor shall ensure that the subcontractor, if necessary, acts only in accordance with the instructions to the Seller/Lessor and in compliance with the data protection regulations. This data is kept for an indefinite period during the exercise of the contract and is intended for the implementation implementation of the requested service and on the other hand, to the marketing and sales department, established in the European Union. The subcontractors in question are

subject to an obligation of confidentiality and may only use the Customer's data in accordance with these contractual provisions and applicable legislation. Apart from the cases set out above, the Seller/Lessor undertakes not to sell, rent, transfer or give access to third parties to customer data without their prior consent, unless required to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of rights of defense, etc.). No transfer of data will take place outside the EU.

5. In accordance with the applicable legal and regulatory provisions, the Customer has the following rights: -Exercise his right of access, to know the personal data concerning him, -Request the updating of his data, if these are inaccurate, -Request the portability or deletion of his data, -Request the limitation of the processing of his data, -Oppose, for legitimate reasons, the processing of his data, -Oppose or withdraw his consent to the use, by the services of the Seller/Lessor, of his contact details for sending promotions and solicitations via emails, SMS messages, telephone calls and postal mail.

6. At the end of this contract, the data may be kept for a maximum period of 3 years.

7. To exercise the rights mentioned above in this article 14, the Client must contact the Seller/Lessor's services via email: info@DNMacquisition.be, whatsapp +32 470.80.90.26, postal mail: 45, rue de Wautelet, B-6060 GILLY.

Article 15: Applicable law - Competent courts Any question

relating to the existence, interpretation or execution of the Contract will be settled exclusively before the courts of Charleroi. This Contract is governed by the laws and regulations of Belgium.

