

# General terms and conditions of sale

In case the commission is given to us, it is agreed between the parties that the following terms and conditions form an integral part of the contract.

## 1. General

The general terms and conditions apply to all our work and deliveries. The special terms and conditions apply additionally to works, deliveries and rental of installations. These terms and conditions have priority over any terms and conditions of the customer, who joins the general terms and conditions of the contractor, without any reservation and renounces his own terms and conditions even if these terms and conditions state that they have priority over all others. These terms and conditions may only be deviated from by express written consent of the contractor. The official language of communication for the offers is Dutch.

## 2. Calculations, drawings and inspections

Any calculations are based on information provided by the client. The latter is responsible for its completeness and representativeness. All drawings and calculations provided by us remain our property and may not be shown or made available to third parties without our written consent. The client is liable for any damage that may arise as a result. Unless otherwise stipulated in writing, our samples, drawings, dimensions, weights and other data are only approximate descriptions of our products and any deviations, regardless of the nature, can never be invoked by the client to either refuse acceptance or payment, or to claim breakage or damages. Similarly, unless otherwise agreed in writing, we can never be held liable for any unsuitability of our products for the special purposes for which they were intended by the client. Inspections of our own work are limited to those specified in our standard quality plan.

## 3. Prices

The communication of prices by the contractor shall be deemed to be for information purposes only and shall constitute an invitation to negotiate. Each transferred order commits the customer. The order shall be binding on the contractor upon its written confirmation only. Prices are determined according to the following elements: the latest collective bargaining agreement, material prices, prevailing on the date of the price offer, the elements referred to in Article 2, the scope of the work and for normal performance without interruptions. We also refer to Article 12 for the latter. The price will be reviewed and adjusted in case during the term of the agreement, a change occurs in one or more of the above factors. Unless otherwise agreed in writing, the review formula of the specifications shall apply. In case these specifications do not specify a review formula or no specifications are applicable, the following price review formula is applicable:  $P = p \cdot (a + b \cdot (S/s) + c \cdot (I/i))$  where  $a = 0.60$ ,  $b = 0.20$  and  $c = 0.20$ . In which:  $P$  = the new price,  $p$  = the original price specified in the quote,  $a$  = the percentage of the price not subject to revision,  $b$  = the percentage of labour costs in the total price,  $S$  = the new wage index (the month preceding the termination of the work),  $s$  = the original wage index (the month preceding the date of the quote)  $c$  = the percentage of the material cost in the total price,  $I$  = the new material index (the month preceding the termination of the work),  $i$  = the original material index (the month preceding the date of the quote) In case of reduction by more than 20% of the scope of the work, we will be paid a compensation of 10% on the value of the cancelled work. In addition, the materials already purchased by us for cancelled work shall be reimbursed in full. Any sub-aspect of a contract or commission, which has not yet been performed at the time of such change, shall be performed on the basis of the new costs and prices, without the customer/buyer/client having the option to cancel or terminate the contract. Prices proposed for materials coming from abroad but expressed in EUROS are based on the daily exchange rate of the foreign currency at the time of the conclusion of the agreement. Therefore, in case of any change in the exchange rate in the time frame between the aforementioned date and any delivery date, these prices may be adjusted proportionately. The present clause is appended to the indicated prices to form an inseparable part of them, so that its adjustment cannot in any way be considered an increase, but rather a contractual adjustment.

## 4. Waiting hours and additional work

Waiting hours and additional work caused or requested by the client or his co-contractors shall be charged as works on a time and expense basis based on the unit prices in our quote and our time and expense rates. In case of termination, the parties declare Article 1794 of the Civil Code to be applicable. Deviations from the normally accepted work schedule, such as overtime or shift work, requested or caused by the client shall be compensated based on the relevant legal standards.

## 5. Period of validity

The period of validity of our quotes is 14 days, unless otherwise specified in the quote.

## 6. Commissioning

Unless otherwise agreed in writing, our works are deemed to be accepted at the completion of the site, lot, or each phase. In the absence of a written provisional acceptance, it will be considered acquired, after a period of fourteen (14) calendar days after the completion of the works. Taking ownership of the work shall also be considered as acceptance. Acceptance implies that the client has verified the correct performance of the work. No deduction shall be allowed on our invoices unless a valid comment justifies it. In case of comments, they shall be corrected by us immediately, insofar as we are responsible for them. Any bank guarantee must be agreed in writing in advance. It may amount to a maximum of 10% and is distributed as follows: -5% at provisional acceptance; -5% up to a maximum of 6 months after provisional acceptance. This bank guarantee is provided through a recognised financial institution and never as a deduction. Visible defects are covered by acceptance. Other complaints must be notified by registered letter within 14 calendar days of receiving the goods and/or work. Complaints regarding prices must be notified by registered letter within 10 calendar days of receipt of the invoice. All complaints must also be clearly and explicitly justified, under penalty of inadmissibility. The mere return of the invoice and/or the delivered goods will therefore not suffice as a protest, nor will it be regarded as such.

## 7. Settlement

The final settlement comprises the work and deliveries that were deemed necessary. Progress reports should be approved and returned within 10 days, otherwise invoicing shall be based on the submitted progress reports as such.

## 8. Payment

All invoices are expressed in EUROS and are payable within 30 days at the Contractor's registered office or by deposit by postal cheque or bank, by operation of law and without any notice of default in accordance with the agreed payment terms on the invoice. Compensation or set-off are excluded. In the event of non-payment, a default interest of 10% shall be payable, without notice of default, from the due date. Moreover, in case of non-payment, the invoice amount shall be increased by 10% and at least €500.00. Judicial and extrajudicial collection costs shall be borne by the defaulting party in the event of non-payment. Any delay in payment, for whatever reason, shall by operation of law and without notice, make all outstanding claims payable, even if they arise from unrelated orders, sales, deliveries, etc. Any delay gives us the right to cancel the commissions, orders, etc. still pending and/or to be executed, without any prejudice as to our rights and without notice or possibility of compensation. As long as the goods sold, mounted and/or delivered have not been paid for, either in full or in part, the goods to which the payment relates remain our absolute property, in deviation from article 1583 of the Civil Code. The buyer remains liable for the risks and wear and tear of the material until such time as the goods have been paid for or are back in our possession. If the client and/or buyer applies for spread payments, is declared bankrupt or if, in our opinion, payment is doubtful, we are entitled to take back the delivered goods, in which case the agreement is also dissolved without judicial intervention, without prejudice to our right to compensation for damages, which is estimated at 40% of the originally provided price, without the possibility of reductions and which is due by operation of law after receipt of a registered letter informing us of our intention to take back the goods.

## 9. Liability and warranty

- The client shall be obliged to notify us of any defects by registered letter, failing which any obligation to provide security shall lapse. The client gives us the necessary time to repair the defects and carry out any tests until the desired result is achieved. The client shall also take all measures to limit the damage and shall allow us to take our own precautions, if we deem it necessary.
- The client shall indemnify us against all claims that third parties may assert against us on account of the performance of the work.
- We cannot be held responsible for damage resulting from landslides, abnormal subsidence of the site, aggressive groundwater or soil, serious changes in the groundwater level, mine subsidence, artesian groundwater, etc. In case this is established by or during our works, we shall take the necessary measures if necessary. However, all resulting costs shall be borne by the customer.
- If the client provides us with parts or materials to be processed by us in the contract, we are not liable for the quality or proper applicability of these products. We cannot be held responsible for the loss or damage of these products.
- We cannot be held responsible for immaterial damages such as loss of production, loss of profit, etc. insofar not explicitly agreed in advance.
- Our liability is in any case limited to the amount covered by our insurance.
- We do not take any responsibility for corrosion and/or consequences arising from "MIC" phenomena. (Microbiologically induced corrosion)

## 10. Planning/terms

The approximate commencement of the work shall be agreed when the order is placed. However, the specified deadlines depend on difficulties in the sites and in production, both current and previous. Unless previously agreed otherwise in writing, no penalty for delay or compensation for any damage can be imposed on us. In case a penalty clause was adopted at the conclusion of the contract, only this penalty can be charged in case of a delay, up to a maximum of 5% of our work or delivery. The execution time set by us shall possibly be extended due to facts that from a reasonable and humane point of view impede smooth execution, or cases of force majeure. They include unforeseen difficulties in the performance, serious damage to equipment, strikes, frost, persistent rain, storms, interruptions to transport, inaccessibility of the site, etc. In case we cannot get access to the site on the agreed date, we reserve the right to propose a suitable date. External checks or additional tests, requested by the customer are not included in the specified execution time or price. All cases of force majeure exempt us from all responsibility regarding the non-performance of our commitments. Without wishing to give an exhaustive list, force majeure shall include: full or partial strikes, accidents, lock-outs, full or partial breakdown of machinery, lack of materials, lack of manpower, lack of transport facilities and, in very general terms, all circumstances arising at our suppliers, suppliers, ourselves or occurring during transport as a result of which the normal manufacturing process and/or transport and/or delivery is prevented, in full or in part, temporarily or permanently.

## 11. Insurance

We are insured against damage caused by the performance of our works. This cover applies insofar as performance errors can be proven. In any case, before the start of our work, the customer shall take all necessary and useful measures to minimise the risk of damage. We disclaim all responsibility for damage that could not be foreseen, or that is due to lack of information. It is up to the client or their appointee to make all necessary investigations and studies in this regard. The drawing up, before performance of the work, of a record of the condition of the buildings adjacent to the site and again after execution of the work shall be carried out at the customer's expense by an expert accepted by us. Drawing up a schedule of condition in no way implies an acceptance of our responsibility.

## 12. Offsets

Unless special arrangements are made, we shall not participate in pro rata accounts, additional settlements, etc. Water, electricity and telephone shall be provided to us free of charge.

## 13. Client's responsibility

The following is at the client's expense and risk:

- before the commencement of any work
  - that the site and access road allow without obstruction, without prior or additional work, without danger or risk of damage, the work to start and to be performed normally and without interruption.
  - that the work surface is sufficiently walkable and dry for normal machine circulation.
  - that the necessary paved roads have been constructed to enable the supply of materials throughout the site.
  - that suitable housing and other facilities are available for our staff.
  - that the necessary equipment and personnel are available to unload materials delivered in advance.
  - that the necessary official authorisations have been obtained.
  - that the location and depth of all utility lines, up to 150 cm outside the work zone, is indicated.
- to ensure, once the works have started
  - that the power and water supply functions normally.
  - that a regular supply of materials remains possible.
  - that normal uninterrupted performance remains possible.

## 14. Plotting work

The location of the works to be performed is determined by the client. In case this has been agreed otherwise, it shall in any case be checked by the client. The subcontractor shall at no time bear any design responsibility, unless otherwise agreed.

## 15. Transfer - outsourcing

We reserve the right to have all or part of the work carried out by one or more of our specialised affiliated firms. The client agrees to this.

## 16. Applicable law - disputes

In the event of disputes that cannot be settled amicably, the courts of Hasselt shall have territorial jurisdiction to settle any disputes. In any case, only Belgian law applies.