

General terms and conditions of delivery and sale

1. These terms and conditions contain and govern the entire agreement between the customer (simultaneously and together meant: the person physically present and residing in our buildings and infrastructures as well as the person acting with us in his name or on his behalf or in the name or on behalf of third parties; hereinafter together referred to as "the customer") and our company, in respect of all the works, supplies and services requested by, or entrusted to us (hereinafter referred to as "the services"). These conditions are deemed to have been irrevocably accepted upon signature by the guest of the only written (paper, email, fax, or on any other fixed medium) offer, proposal, offer or order form (hereinafter collectively referred to as "order form"), regardless of previous correspondence and regardless of any other conditions of any kind whatsoever on the part of the customer. Any deviation from these conditions must be made in writing.
2. By properly completing and signing an order form, the customer places a final and irrevocable order with our company for services as described in this order form. The customer may only invoke a written order against our company if this order bears the express written approval of our company, hereby only legally represented by one of its directors or a member of its management expressly designated thereto.
3. Any modification, addition or deletion relating to the services described in the order form must be the subject of an appendix to the order form. In the absence thereof, it will always and irrevocably be assumed that these services were performed in accordance with the verbal instructions of the client.
4. Our prices, as stated in our offers, either as unit prices or as fixed prices, have been determined on the basis of the levies, taxes, rates, official exchange rates, salaries and social charges valid on the date of the establishment of the order form. They can always be revised by our company and even without the prior agreement of the customer, if the market prices or the parameters for their calculation at the time of invoicing have increased by at least 5 %.
5. Each period of delivery of services, if mentioned, is only indicated in an indicative manner, and late delivery or execution does not allow the customer to cancel the order or claim damages, nor to suspend his payment obligations. In any event, any event which constitutes an insurmountable obstacle or which forces us to temporarily or permanently suspend the provision of services shall be considered as a case of force majeure, including (but not limited to) accidents, wars and their consequences, bad weather conditions, strikes, lock-outs, shortage of labour and materials, disruptions and difficulties in transport, etc., which occur with us or at with our suppliers. The temporary suspension of the services due to force majeure shall automatically and without compensation imply that the originally foreseen execution period is extended by a period equal to the suspension period, plus the time necessary to restart the services. We expressly reserve the right to claim damages from the customer if we could not start the execution of our obligations on the agreed date and if these impediments can be attributed to the customer. For his part, the customer shall ensure that our services can be started immediately. Failing this, direct and indirect costs resulting from the loss of time will be charged to the customer, without prior notice of default.
6. The customer is liable to our company for any harmful event occurring in our buildings and to our infrastructures and goods, employees, appointees, staff members, subcontractors and their materials and service providers, both as a result of the customer's own fault (even the lightest) and that of persons for whom he is responsible or that of third parties whom he has admitted or tolerates at the place where the service is provided. In the same sense, the customer shall fully indemnify our company against any liability of third parties in this respect. Our company shall not be liable for the loss, theft, loss of value or damage of goods, objects, securities or other items of any kind entrusted to us by the customer, both on and outside our buildings and infrastructures, as well as during their transport or delivery. To the extent that the aforementioned limitation of liability would be usefully challenged, it shall in all cases apply up to a maximum amount of 1,000.00 EUR. Our company does not enter into any agreement or obligation to store the vehicles (and their contents) brought by the customer and placed in the garage or on a parking lot of the company, even if this is done against payment. Nor is it liable for any damage to these vehicles or their contents, unless this would have been done by the company or its employees. In the latter case, the undertaking is relieved of any liability if the customer has not reported the damage at the latest when leaving the car park in question. The customer shall be liable to our company and, by way of full indemnification of our company against third parties, for any damage caused by or via the goods of any kind entrusted to our company by the customer. The parties expressly agree that the obligations of our company are a best-efforts obligation and not a results obligation. Under no circumstances shall our company be liable for its own fault or negligence or that of its employees, even in the event of gross fault, negligence or intent, except where the contract or the law expressly and compulsorily provide for certain liabilities.
7. Termination of the order entrusted to us, either before or during the execution of the services, is only possible with our express agreement, whereby the customer shall always be obliged to pay in full the costs and charges already paid, the services already performed, together with the materials and supplies already delivered, plus a compensation equal to 30 % of the total agreed sum without VAT for the fact of the further loss of the order. The same rules apply if the customer does not use our deliveries and services and has failed to report this in accordance with the applicable provisions, unless those provisions provide for a higher compensation, in which case this higher compensation is due.
8. By virtue of our deliveries and services, our guarantee is limited to those that we can obtain from our own suppliers. Under all circumstances, the warranty is limited to the replacement of the defective parts or materials. The transport costs and working hours are at the expense of the customer. For no reason whatsoever, we can be held to any reimbursement, payment or compensation. Under no circumstances shall our company be liable for defects of any kind that may affect the goods and services supplied by our company, our subcontractors or employees, whereby the customer shall only have recourse against our suppliers or the producers of the materials and goods concerned. Usual variations and differences in delivered goods, for whatever reason, shall never be borne by our company, nor shall any other defects in the delivered

goods or materials be borne by us, even after they have been further modified, treated or used by the customer or by third parties on behalf of the customer. Use or handling of the goods or materials delivered by our company with the wrong products or without following or having followed the instructions of our company regarding use and maintenance, is always without any recourse against the customer. In no event shall our company be liable for defects of any kind in goods and materials supplied by the customer, its subcontractors, agents or employees. The provisions of articles 1643 et seq. of the Belgian Civil Code concerning hidden defects in the sold item do not apply, with the exception of article 1648.

The destruction or damage by accident or force majeure of the delivered goods or materials or of the delivered services, or due to the own fault of the customer or of persons for whom he is responsible or whom he allows or tolerates, is never at the expense of our company. In all cases, an unconditional payment of our advances, commissions, invoices or other statements of expenses without reasoned protest shall be considered as a final and irrevocable acceptance of the services, works and deliveries mentioned therein or virtually included. In all cases, the unconditional full or partial commissioning of the goods and services delivered by the guest or his authorised representatives shall at the same time be regarded as their final and irrevocable acceptance with payment obligation.

9. In order to be valid, any complaint regarding advances, payments and invoices must be made by registered letter to the registered office of our company within five calendar days from the date of dispatch of the invoice, debit note or statement of costs. The invoice date is irrefutably presumed to be the date on which the invoice was sent. Payment of the invoice without protest within the set period or commissioning of the goods and services always and without exception provides sufficient proof of the services delivered.
10. All goods, materials and supplies, as well as the deliveries and services carried out themselves, remain the property of our company until full payment of our invoices in principal and adherence (retention of title). This also applies if the works, deliveries, goods or materials of our company are only a part (secondary matter) of a larger whole (mainly) of which the ownership or parts thereof would not belong to our company.
11. All our orders and deliveries are payable in cash to our registered office, except in the case of special agreements to that effect concluded exclusively in writing. Our company reserves the right to demand one or more advance(s) to be determined by it on the services to be performed before accepting the order and/or another type of guarantee before the start of the deliveries, or at its discretion one or more interim payments during the execution period, such according to the financial position of the customer, the scope and cost price of the requested services, and more. The VAT and all other taxes, duties, levies or costs are always at the expense of the customer. If the customer fails to pay the principal sum and the adhesion determined in accordance with the invoice within

the aforementioned period, the full amount shall be due and payable at once and without further notice of default. Any payment is only valid if made in cash (legally accepted means of payment in Belgium), by bank transfer, by guaranteed or limited cheque, or by any other payment instrument expressly accepted by our company. No person other than the directors of our company or the members of management appointed for this purpose is authorised to receive payments of any kind. The date of payment by bank transfer or cheque is the date on which this amount is credited to our account. Payment by bill of exchange does not imply novation.

12. Any debt owed by a customer who remains unpaid on the due date shall automatically and without notice of default or any other formality, bear interest at a rate of 12 % per annum, calculated from the due date until the date of full payment, as well as a fixed compensation of 15 % with a minimum of 500.00 Euro, on the principal amount due. The costs related to unpaid bills of exchange or cheques, as well as all other collection costs, are not included in the fixed compensation and are charged additionally. Any delay in payment may give rise to the suspension or destruction of the deliveries and services still to be carried out and to the refusal to accept new orders. This clause is only for the benefit of our company and can only be invoked by us. If the customer is a consumer within the meaning of the Belgian Code of Economic Law, our company is entitled in the event of non-payment to charge the consumer interest rate applicable at that time, without prejudice to the other surcharges and fees permitted by law and without prejudice to the right of our company to prove a higher damage.
13. In the event of plurality, all obligations of the customer rest jointly and severally with each of them and are indivisible. Each person who places an order on behalf of third parties, or with request to invoice to third parties, makes himself strong for the third parties, in accordance with article 1120 of the Belgian Civil Code, and will always remain personally responsible for the payment if it is not timely carried out by these third parties.
14. Our orders and agreements are governed by the law of the Kingdom of Belgium. All disputes concerning the creation, execution or interpretation of the order form, the contract, the invoice, the general conditions or any other document within the framework of the contract shall be brought before the courts of the district of Brussels, of the district in which the guest has his registered office or place of residence or shall be dealt with by means of arbitration or by means of a European payment order, at the exclusive choice of our company and without any recourse on the part of the client.

If one or more provisions of these conditions should conflict with a mandatory legal provision, this shall not affect the validity of the remaining conditions and the invalid provision shall be converted into a valid provision that best reflects the letter and spirit of these conditions.

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