

## TERMS AND CONDITIONS

1. All agreements concluded by our company are subject to the following conditions, which prevail over the customer's potential own conditions of purchase.
2. No complaint whatsoever is admissible if it has not been brought to the attention of our company by registered letter in writing and in detail within 8 days following delivery. Any objection against the invoice must likewise occur in writing within 8 days following the invoice date, in the absence of which the invoice must be deemed as unconditionally accepted.
3. Any cancellation of the order to our company must occur in writing and is only valid subject to written acceptance by our company.

In the event of cancellation, the customer owes fixed-rate compensation amounting to 25% of the value of the payment. This compensation covers the loss of earnings and the fixed costs.

4. Any obligation to compensation by virtue of liability by our company shall at all times, excluding any other compensation, be limited to the disputed items to be replaced and/or the countervalue thereof to be paid out, and is always limited to the amounts paid out by the civil liability insurer.

Our company is only responsible for cleaning the item it has work on and not for cleaning the environment. The customer explicitly acknowledges that this remains at his or her responsibility.

Our company is not responsible for damage caused by faults inherent to the items entrusted.

5. Subject to explicit deviation in the agreement, all periods stated in the agreement are deemed as merely indicative. Any violation of an indicative period cannot give rise to any compensation.
6. Any natural person or legal person placing orders on account of third parties or with the request to invoice third parties vouches for these third parties in accordance with Article 1120 of the Civil Code, and shall be personally liable for the payment.
7. All invoices are payable in cash in Malle within the month following the invoice date.

If the invoice is not paid within the set period, all special conditions, discounts and returns that the customer enjoyed shall expire, and the entire sales or purchase price is owed.

8. Non-payment of one invoice results in the immediate payability of all other invoices, even if these have not yet become due, and entitles our company immediately to suspend the implementation of the works and to terminate the collaboration.

Our company furthermore reserves the right to cease all further deliveries, without prejudice to the right to compensation, as provided for in the event of orders being cancelled in accordance with Article 4 of these terms and conditions. The same applies in the event of bankruptcy, manifest incapacity or any manner of alterations of the customer's legal status.

In these cases, our company reserves the right to demand suitable guarantees from the customer and, if refused, our company reserves the right to cancel the entire order or a part thereof.

9. It is explicitly agreed between the parties that all of the customer's items, which are located in our company's warehouses and/or workshops, can be retained by our company as further guarantee of the payment of a debt owed by the customer, of any nature whatsoever and irrespective of whether the items relate to the debt owed.
10. The customer is at all times liable for the arrangement of the site and making it ready to use. Delays caused by the fact that the site was not ready for immediately carrying out the works is charged on to the customer.

In the event of default or late payment by a customer who is a consumer, he or she shall receive an initial cost-free reminder to pay the principal sum of the invoice(s) as yet unpaid. If the customer fails to pay within

the statutory set period of 14 calendar days, starting on the third working day following the day on which the payment reminder is sent, or the calendar day following the day on which the payment reminder is sent to the consumer electronically, the customer shall owe a fixed-rate payment as follows:

- €20.00 if the balance owed is lower than or equal to €150.00;
- €30.00 if the balance owed is between €150.01 and €500.00, plus 10% of the amount owed in the bracket between €150.01 and €500.00;
- €65.00 if the balance owed is above €500.01, plus 5% of the amount owed in the above €500.01, with a maximum of €2,000.00.

Besides this fixed-rate compensation, a customer who is a consumer shall also owe late-payment interest, equal to the interest rate as referred to in Article 5(2) of the law of 2 August 2002 on combating payment arrears in commercial transactions.

In the event of default or late payment of an invoice, a customer who is a legal person and acts for purposes falling within its commercial, business, trade or professional activities legally and without any further prior notice of default irrevocably and irreducibly owes interest equal to the interest rate as referred to in Article 5(2) of the law of 2 August 2002 on combating payment arrears in commercial transactions, on the amounts owed and from the date of our invoice being payable, as well as fixed rate compensation of 10% on the invoice amount with a minimum of €125.00.

11. For as long as the items have not been paid for, they remain the property of the seller.
12. In the event of any dispute, the Courts of the Legal District in which our company's registered offices are located are competent. Belgian law is applicable.