



Engicon nv

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General terms and conditions of contract

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1. Article 1: Area of Application and Definitions

- 1.1. The present general terms and conditions of contract apply to agreements with regard to the execution or contracting out of work by the Customer, in every possible manner, or to the supply of goods, possibly combined with work planning, product design or the performance of other services, even if the raw materials or the materials are partially or entirely supplied by the Contractor.
- 1.2. The 'Customer': the property developer/principal of NV Engicon (Geldof) or her joint ventures and associated companies.

The 'Contractor': NV Engicon (Geldof) or her joint ventures and associated companies.

The 'Contract': the work or deliveries described in the special terms and conditions as well as all activities to be carried out by the Contractor.

The 'Contractual Documents': the offer and all appendixes mentioned in the offer.

2. Article 2: Agreement Conclusion

- 2.1. Unless provided otherwise in writing, every agreement (including all future agreements) shall be governed by the present general terms and conditions legally constituting an integral part of the agreement and legally excluding the application of the Customer's general terms and conditions.
- 2.2. The agreement is concluded upon the Customer's written acceptance of the Contractor's offer. If the Customer however orders to start the work after the receipt of the offer, he is deemed to agree with the agreement's full text with which he is familiar, i.e. the offer and all Contractual Documents, including the present general terms and conditions of contract, provided that the Contractor can demonstrate that he has submitted the offer and the general terms and conditions to the Customer in advance so that he could reasonably take knowledge of them.

3. Article 3: Contractual Documents

- 3.1. The Contractual Documents, including the present general terms and conditions of contract, constitute the agreement's integral text. They replace all previous oral or written proposals and/or documents or general terms and conditions emanating from the Customer, as well as all notifications between the parties before the agreement's conclusion.
- 3.2. The Customer undertakes to immediately notify the Contractor of any contradiction or incompatibility being present in the Contractual Documents.
- 3.3. Unless provided otherwise in writing, the general terms and conditions of contract fully apply. The special terms and conditions constitute a supplement to the general terms and conditions.
- 3.4. In case of contradiction or incompatibility, the more detailed provisions shall always prevail over the general provisions. The special terms and conditions shall thus prevail over the general terms and conditions and the technical specifications shall prevail over the special terms and conditions.
- 3.5. The execution plans accepted by the Customer shall always prevail over the technical specifications included in the Contractual Documents.
- 3.6. In case of documents of the same type, recent documents shall always prevail over older documents.
- 3.7. A deviation from any provision stipulated in the Contractual Documents, including the present general terms and conditions of contract, is only valid if agreed in writing.

4. Article 4: Commencement of the Contract

- 4.1. The Customer is obliged to make all information necessary for the correct execution of the contract available to the Contractor in a timely manner, in required form and manner. The Customer is solely responsible for the accuracy, correctness and completeness of the information, specifications, guidelines and directions that it has provided to the Contractor, even if these originate from third parties. If this is found to be incorrect or incomplete to such an extent that the Contractor incurs a price increase and/or delay, the Contractor may invoke a change in accordance with article 13. The Customer confirms and guarantees that all conditions have been met at the place of performance to be able to execute the contract in accordance with the law, the environmental permit, the contract and all the rules of the art. Verifying the conformity of the environmental permit and the implementation plans is the exclusive responsibility of the Customer.
- 4.2. If the execution of the contract cannot start for reasons that cannot be attributed to the Contractor, a new time schedule will be drawn up in consultation with the Contractor in accordance with the general planning of the Contractor. In that case, the Contractor can invoke what is stipulated in article 15.3.
- 4.3. The Customer confirms that it is the owner of the site to which the contract relates, or that it is entitled to have the intended work carried out on it. The Customer confirms that it has the necessary permits to be able to execute the contract.
- 4.4. If the Contractor incurs a price increase and/or delay as a result of a change in applicable laws, norms and standards, permits, requirements by control bureaus or authorities which occurs after the effective date of the contract, the Contractor may invoke a change in accordance with article 13.

5. Article 5: Security

- 5.1. The size of the security to be provided by the Contractor is laid down in the special terms and conditions.
- 5.2. The security shall always consist of a conditional but irrevocable guarantee granted by a bank or non-bank provider meeting the applicable legal requirements, and of which a template is enclosed to the contract. The security shall only be given to the beneficiary if he can present a definitive judgement of the competent court or a written agreement between the parties.
- 5.3. The security must be furnished within thirty calendar days of the day the offer was accepted, by handing over the original security drawn up by the bank or non-bank provider having granted the security.
- 5.4. The release of the security shall occur automatically, without the original having to be returned to the bank or non-bank provider, on the due date specified in the security or, if no due date is specified, at the request of the Contractor to the Customer as follows:
 - 50% at provisional acceptance
 - 50% at final acceptance, maximum 1 year as from provisional acceptance

To the extent that the security can be released, the Customer will confirm release to the bank or non-bank provider where the security was provided within 15 calendar days of the day of the request. After this period, the Contractor is entitled to payment of the costs incurred to maintain the security.

6. Article 6: Confidentiality

6.1. Confidential Information is understood to mean all information regardless of its form that is not publicly known, including all data, drawings, photos, documentation, software, methods, manuals, formulas and all data regarding the research, development and execution of the Contract that the relevant Party presently owns or will own in the future.

6.2. All the Contractor's Confidential Information remains his exclusive property.

6.3. This Confidential Information may not be copied in any way or disclosed to third parties without the Contractor's prior written consent.

The Customer undertakes to observe this article and to assure that it is observed by his subcontractors, contracting partners, personnel and everyone to whom he appeals.

6.4. If the offer does not result in an order, all Confidential Information, all the original data media and all copies must be returned to the Contractor at once.

6.5. At the Contractor's first request the Customer shall sign a separate confidentiality agreement committing him to impose all obligations contained in this agreement on his subcontractors, contracting partners, personnel and on everyone to whom the Customer might appeal.

7. Article 7: Intellectual Property Rights

7.1. All intellectual property rights in relation to the Contractor's Confidential Information and to the execution of the Contract including copyrights, trade secrets, patent rights, trademark rights, rights relating to designs, rights in databases or any other intellectual property right shall remain the Contractor's exclusive property.

The Customer shall as a part of the contract price only acquire a personal, non-transferable and non-exclusive right of use destined for and limited to the execution of the Contract and the use of the delivered goods.

The Contractor reserves the right to use the aforesaid Confidential Information and things, the methods he has developed, the procedures and techniques he uses as well as all ideas he might have to carry out contracts for third parties.

7.2. The Customer guarantees that no third-party intellectual property rights are violated during the execution of the Contract.

He shall protect the Contractor against third-party actions and against all losses that could result from these actions because of alleged infringements of a copyright, a trade secret, the patent law, the trade mark law, the law relating to designs, rights in databases or any other intellectual property right.

The Customer undertakes to pay all costs resulting from these infringements including legal costs and fees for legal assistance.

7.3. The Contractor shall acquire for free a right of use with regard to all intellectual property rights in relation to the Customer's Confidential Information including copyrights, trade secrets, patent rights, trademark rights, rights relating to designs, rights in databases or any other intellectual property right.

8. Article 8: Price

8.1. The price contained in an offer from the Contractor remains valid for the period stated in the offer. At the end of this period, the Contractor will provide an adjusted price upon request of the Customer.

8.2. The parties acknowledge that the stipulated risk distribution has been factored into the calculation of the price.

8.3. When the economic basis of the contract has been affected to his disadvantage, the Contractor can request a revision or the rescission of the agreement invoking unavoidable circumstances that he could not reasonably have foreseen when submitting the offer or at the allocation of Contract and of which the consequences could not be remedied although he did everything possible to do so. These circumstances also include: bad weather and its consequences, economical circumstances such as ordinary and extraordinary cost increases of every possible nature.

If the parties cannot reach an agreement, they will jointly appoint an expert within the framework of an amicable assessment.

8.4. The price shall be automatically increased with all applicable government taxes and levies, as they are due on the day of delivery.

8.5. If objective elements indicate liquidity problems of the Customer or the Customer is having problems in meeting its contractual obligations, such as termination of credit, custodial or executory attachment, arrears with creditors, repeated delivery problems or protested bills of exchange or a document issued by the Customer acknowledges such problems, the Contractor is entitled (i) to make the performance of its obligations dependent on obtaining adequate security, (ii) or to demand immediate payment of the part of the contract that has already been performed, regardless of the agreed payment terms.

9. Article 9: Invoicing - Payments

9.1. All invoices must be paid at the Contractor's registered office, in cash and without reduction.

9.2. In the absence of an accurate, motivated and written protest of an invoice within 15 calendar days of the invoice date by registered letter, the Customer is deemed to have accepted the invoice without reservation and in all its parts.

9.3. In the event of a delay in payment a conventional interest of 1% per month or part of a month shall be charged automatically and without formal notice of default, as from the due date. The interest due by the Customer shall be capitalized per annum, subject to notice of default by registered mail. If payment by instalments has been agreed in the special terms and conditions, the remainder shall automatically become due increased with interest and a penalty clause, if one of the instalments is not paid or not paid in time.

9.4. If the outstanding amount is not paid on its due date, and after notice of default by registered mail, any amount due shall be automatically increased by 12% by way of conventional penalty clause, as a fixed compensation for extra-legal costs. This compensation is subject to the same legal and conventional interest of 1% per month or part of a month as from the notice of default by registered mail.

9.5. The payment without reservation of part of the invoiced amount shall be deemed to be acceptance of the invoice.

9.6. Partial payments shall always be accepted reserving all rights and without any harmful recognition, and shall be attributed by preference to any legal costs incurred, secondly to outstanding interest, thirdly to a penalty clause and finally to the principal amount.

9.7. The Contractor is permitted to exercise a right of retention for all sums owed to him on the Customer's goods in his possession.

10. Article 10: Subcontracting

10.1. The Contractor is entitled to entrust the execution of the contract in whole or in part to subcontractor(s).

11. Article 11: Management and Supervision of the Contract Execution

- 11.1. Every person managing or supervising the Contract execution, by order of the Contractor or the Customer, shall be mentioned in the special terms and conditions.
- 11.2. Modifications of appointed persons shall only be accepted following prior written notification.
- 11.3. The Customer shall be responsible for coordinating the contractors and subcontractors working concurrently at the site. In case in reality such coordination or third parties under the control of Customer cause the Contractor to incur an increase of the price and/or delay, such shall entitle Contractor to a change in accordance with article 13.
- 11.4. Within the framework of the Contract execution, orders can only be given and agreements can only be concluded by the parties' legal representatives or by the people managing and supervising the Contract execution designated in the special terms and conditions.

The parties are not bound by orders or agreements that are not given and confirmed in writing by one of these people.

12. Article 12: Unilateral Contract Termination

- 12.1. In case of unilateral Contract termination the Customer is automatically obliged to pay compensation equal to all the Contractor's expenses and costs as well as compensation for lost profit. The compensation for lost profit is a fixed compensation amounting to 15% of the original contract value, unless the Contractor decides to prove the loss of profit really suffered.

The expenses and costs also include: an increase in costs involved in maintaining a registered office and in administrative costs, an increase in the general building yard costs, yield loss or material immobilization, yield loss on the planning, costs resulting from the suspension and restart of the work, extra maintenance costs and/or conservation costs, legitimate demands from third parties (contractors, suppliers and principals), storage costs, increase in wages and material prices, interests on credits from third parties.

The Customer must protect the Contractor against all claims from subcontractors, suppliers or third parties to whom the Contractor might appeal.

- 12.2. If the Customer refuses or makes it impossible to execute the contract, the contract shall automatically be deemed rescinded to his disadvantage.

If partial delivery has already taken place when the Customer refuses to accept further deliveries or makes it impossible to carry out any further deliveries, the Contractor can opt, on condition that he notifies the Customer by registered mail, to invoice the Customer for the part of the delivery already carried out and to automatically rescind the agreement to the Customer's disadvantage as to the part of the delivery that has not yet been carried out.

The Contractor shall be entitled to compensation as defined in article 12.1.

13. Article 13: Changes to the Contract

- 13.1. Orders to change the Contract must be given in advance in writing and must be signed by the people specified in article 11.1. They indicate the changes to be made to the original description of the Contract as well as to the other Contractual Documents.
- 13.2. Changes to the Contract do not imply an automatic postponement of the stipulated completion deadlines.

- 13.3. The price for unforeseen work to be carried out by the Contractor and for all other changes to the Contract is calculated at the unit prices stated in the contract, or in the absence thereof on the basis of an agreed price increase.
- 13.4. The Contractor shall be entitled to compensation for the non-executed part of the Contract, as defined in article 12.1.
- 13.5. In case a change consists of an addition or extra which exceeds a value of ten thousand euro, a written agreement on its effects on the price and time schedule shall be required prior to its implementation.

14. Article 14: Deadlines

- 14.1. The planning of the Contract execution shall be described in detail in the special terms and conditions or in the appendixes of the contract.
- 14.2. If, in the event of delay, the delay is not really unreasonable and solely due to the Contractor, it shall not result in the rescission of the agreement.

The Contractor's liability vis-à-vis the Customer for delay shall always be limited to the direct and foreseeable proven damage and shall in no event exceed 5% of the initial contract value, but only insofar as the delay is exclusively attributable to a shortcoming on the part of the Contractor and a notice of default has been received by the Contractor. Any agreed liquidated damages for delay will not be charged, in whole or in part, if there is a disproportion between the liquidated damages for delay and the insignificance of the late performance. This disproportion is deemed to exist if the value of the non-executed performances does not reach 5% of the price, insofar as the performed works can be put into use and do not prevent the performance of the works that are not part of the contract.

- 14.3. Changes to the planning must be notified in advance in writing and must be signed by the people specified in article 11.1.
- 14.4. Any delay in payment of the advances shall result in an equal postponement of the time for execution.
- 14.5. In case of a change to the planning by the Customer, attributable to a shortcoming on the part of the Customer, the Contractor shall be entitled to compensation for all resulting costs and damages.

These include, without limitation: increase in general office costs or administration costs, increase in general site costs, loss of efficiency or immobilization of equipment, loss of efficiency on planning, costs resulting from the cessation and resumption of work, additional maintenance costs and/or preservation costs, justified demands of third parties (contractors, suppliers and clients), storage costs, increase in wages and material prices.

The Contractor is not obliged to start or to continue the Contract execution failing an agreement on the invoiced costs and on the compensation.

- 14.6. The time for execution is suspended in case of force majeure or bad weather. Under no circumstances can the Contractor be obliged to pay damages as a result hereof.

15. Article 15: Suspension of the execution of the contract

- 15.1. If the Customer fails to fulfill any obligations arising from the contract, and if a registered letter has been without any effect for 8 working days, the Contractor is entitled to suspend the execution of the contract. Silence after that period counts as an acknowledgment of the established facts.

15.2. The Customer may suspend the execution of the contract in whole or in part for a period to be determined by him.

The suspension will be notified in writing, no later than 5 working days in advance. The Customer will state the probable duration of the suspension. The time for execution will be extended at least by the duration of the suspension.

On the specified date, the Contractor will stop all work and take all necessary precautions to safeguard the executed part of the contract and all purchased goods against all possible damage or loss.

15.3. In the event of a suspension pursuant to article 15.1, the Contractor is entitled to an extension of the time for execution equal to the number of calendar days between the expiry of the period stated in the registered letter and the date on which the Customer has fulfilled his obligations, plus a reasonable number of working days to enable the resumption of the contract.

Furthermore, in the event of a suspension on the basis of articles 15.1 and 15.2, the Contractor is entitled to compensation for all costs and damages caused as a result hereof (including increased general costs, increased general construction site costs, immobilization of equipment, loss of efficiency on planning, costs resulting from the cessation and resumption of work, maintenance costs and/or preservation costs, costs of waiting hours, loss of efficiency, claims from suppliers and subcontractors).

16. Article 16: Delivery

16.1. The goods and materials ordered are always delivered ex factory/warehouse. The risk of transport shall be borne by the Customer.

16.2. The Customer must ensure that all necessary precautions have been taken and that all conditions have been met at the place of delivery to guarantee delivery under perfect circumstances, without the Contractor having to check this prior to delivery. All damages and costs resulting from the failure to do so shall be borne exclusively by the Customer.

17. Article 17: Acceptance

17.1. After completion of the contract the Contractor shall make a written request to the Customer to proceed to the provisional acceptance.

17.2. Within fifteen calendar days of the date on which the Contractor's request was sent, an official report of provisional acceptance or of refusal of provisional acceptance will be drawn up. If there is no response from the Customer within the aforementioned period, this is understood to mean that there are no comments and the provisional acceptance is tacitly accepted.

17.3. The provisional acceptance shall take place in the presence of the Contractor or of his representative specified in article 11.1 provided they are invited to attend in time.

Remarks, if any, must be included in the provisional acceptance report. The same applies to the deadline agreed between the parties for the execution of this work. Once all comments have been complied with, the Contractor will ask the Customer to confirm that the comments included in the official report have been carried out. If there is no response from the Customer within a period of eight calendar days after the date of dispatch, this is understood to mean that there are no more comments and the conform execution is tacitly assumed.

17.4. In the event of provisional acceptance, even with remarks, the Contract shall be deemed completed at the date the provisional acceptance is requested.

- 17.5. The visible defects are covered by the award of the provisional acceptance. The Customer undertakes to subject the work carried out to a normal and careful examination, including the inspection of pipes and manholes.
- 17.6. The provisional acceptance date also signifies the start of the Contractor's ten-year liability period for defects that endanger the stability of (a part of) the works.
- 17.7. Unless provided otherwise in the special terms and conditions, the period between the provisional and the final acceptance shall amount to one year.
- 17.8. After the one-year provisional acceptance period a report of final acceptance or refusal of acceptance shall be drawn up. The Customer or the Contractor shall address a request to this effect to the other party by registered letter. If there is no response within fifteen calendar days after the date of dispatch, this is understood to mean that there are no comments and the final acceptance is tacitly assumed.

If there are no comments, a final acceptance report will be drawn up and signed by all parties.

If only minor shortcomings or defects were found, this will be noted in the final acceptance report and the date by which these must be remedied will be determined.

If the Customer is of the opinion that major shortcomings or defects exist, the final acceptance will be refused and the Customer will state the reasons for this refusal in the official report. This official report will set a new date for the full and proper completion of the works.

As soon as all comments of the final acceptance report have been complied with, the Contractor requests the Customer to establish that the comments included in the official report of (refusal of) final acceptance have been carried out.

If the Customer does not respond within fifteen calendar days after the date of dispatch of the request, this is understood that there are no more comments and that the execution of the work and the final acceptance are tacitly assumed and accepted.

- 17.9. The provisional and final acceptance can also be deduced from the full or partial entering into possession by the Customer, the placing into service by the Customer, the lack of complaints within a certain period of time, the acceptance of the invoice, the partial or full payment or the passing of the agreed period of time between the provisional and final acceptance.

18. Article 18: Reservation of Title – Responsibility and Risk

- 18.1. The responsibility and risk of the delivered goods shall rest with the Customer as from the conclusion of the agreement, and insofar as it concerns grade products, from the moment they have been identified.
- 18.2. The goods shall remain the Contractor's property until the full payment of the price and the incidental expenses, owing for the execution of the Contract and the execution of all other previous or future agreements between the Contractor, the Customer and their respective joint ventures and associated companies.

Till that moment the Customer consequently undertakes:

- not to alienate or to pledge these goods, or to let them serve as security without the Contractor's prior written consent,
- to administer the goods with due diligence and to ensure that the goods are insured against all risks,
- to give the Contractor access to all places where the goods are stored,
- to hand the goods over to the Contractor or to put them at his disposal at his first request.

If the Customer alienates the goods, he shall furnish the Contractor a security on his claim on the subsequent buyer.

18.3. The risk of complete or partial loss of the work passes to the Customer as from the provisional acceptance or the possession or use by the Customer, whichever occurs first.

19. Article 19: Liability

General

19.1. The Customer shall be liable towards the Contractor and/or third parties based on negligence or wrongful acts by the Customer or its representatives, employees, agents or proxies.

The overall liability of Contractor is at all times limited to direct and foreseeable proven damage in connection with the contract and shall in no event (liquidated damages included) exceed fifteen percent (15%) of the total contract price.

In no event, whether based on contract, indemnity, warranty, tort (including negligence), liability without fault or otherwise at law, shall the Contractor be liable to the Customer for any indirect damage which may be suffered in connection with the Agreement, such as but not limited to (i) loss or anticipated loss of profit, revenue and chance, (ii) loss of use of any works, loss of data, loss of production and business interruption, (iii) loss of any contract or other business opportunity and (iv) any special, punitive, exemplary, incidental or consequential damage.

The Customer indemnifies the Contractor against all claims from third parties with regard to the work performed or services provided with regard to the part that exceeds the stipulated maximum of fifteen percent.

The limitations on Contractor's liability shall not apply to any applicable mandatory statutory liability and liability based on gross negligence, fraud or willful misconduct by a legal representative of Contractor.

The provisions contained in this article 19.1 apply regardless of provisions to the contrary in the contract, except for a deviation from the stipulated maximum in the special terms and conditions.

Liability for the execution of the contract

19.2. The Contractor is liable for the proper execution of the contract. However, he cannot be held liable in any way for the concept and the control of the execution, except when this is explicitly part of his scope in accordance with the special terms and conditions.

Regardless of provisions to the contrary in the contract, no guarantee is given that the works are fit or suitable for the purpose or use intended by the Customer.

Liability for visible defects

19.3. After the provisional acceptance has been awarded, the Contractor can no longer be held liable for visible defects and the consequences of normal wear and tear, normal erosion or normal corrosion.

Liability for hidden defects that do not endanger stability of the works

19.4. The Contractor guarantees the repair of hidden defects that do not endanger stability of the works attributable to him that appear up to 1 year after provisional acceptance, unless this term does not correspond to a warranty term included in the contract.

19.5. In the first instance, the Customer has the right to request from the Contractor a repair (always, if possible, on the construction site) or replacement free of charge, unless that would be impossible or disproportionate.

All repairs or replacements shall be completed within a reasonable period of time and without any significant inconvenience to the Customer, taking account of the nature of the goods and the purpose for which the Customer requires the goods.

The term "free of charge" refers to the direct costs incurred to remedy the works. Repair or replacement of the works shall exclude all other claims. The Customer cannot claim additional compensation for damage he may have suffered.

19.6. The Customer may only subsidiarily request an appropriate price reduction or have the contract rescinded:

- if he is entitled to neither repair nor replacement, or
- if the Contractor has not completed the remedy within a reasonable period of time.

The Customer is not entitled to have the contract rescinded if the defect is not of a substantial nature.

19.7. The Customer loses the right to invoke the Contractor's obligation to protect him against hidden defects if he does not inform the Contractor of the hidden defect within fifteen calendar days after the moment he has or should have discovered it. This notification must also include the exact nature of the assessments.

A legal claim by the Customer must be instituted under penalty of cancellation within six months of the discovery of the defect.

19.8. The burden of proof rests with the Customer.

The Customer must prove that at least the seeds of the defect were already present at the time of delivery.

19.9. All claims for hidden defects expire in the event of changes and/or repairs by the Customer or by a third party or in the event of resale of the delivered goods. A claim to guarantee also expires if the delivered goods are not assembled, processed or used according to the Contractor's instructions accompanying the delivery, of which the Customer declares having received a copy. The same applies if the goods have not been submitted to an annual check-up or have not been maintained according to the Contractor's maintenance instructions accompanying the delivery, of which the Customer declares having received a copy.

19.10. Claims for alleged defects cannot be invoked by the Customer to justify the postponement or suspension of his payment obligations.

19.11. The Customer shall protect the Contractor against all third-party actions with regard to the delivered works that would exceed the Contractor's maximum obligations under art. 17 up to 19 inclusive, including the time limits.

In any event, the Customer is fully and exclusively liable towards third parties, and in particular towards his neighbors, for damage that is the inevitable consequence of the execution of the works, if no shortcoming can be attributed to the Contractor. The Customer indemnifies the Contractor against any possible claim that would be made against him on the basis of neighbors nuisance.

20. Article 20: Insurances

20.1. The Customer declares to have received the certificates of the insurance policies taken out by the Contractor and confirms that these are sufficient for the performance of the contract.

21. Article 21: Safety on site

21.1. The Client is responsible for the accessibility and drive-ability of the site.

21.2. The Contractor strives to perform the contract in optimal and safe conditions, also in function of the information submitted by the Customer.

21.3. The Contractor undertakes to comply with the applicable employment law and in any case also all mandatory provisions of employment law (regarding working and wage conditions, working hours, etc.) of the place of work.

22. Article 22: Force Majeure and bad weather

- 22.1. In case of "foreign cause" (art. 1147 of the Belgian Civil Code), even when this does not lead to a permanent and/or complete impossibility to carry out the agreement, the parties have the right, by law, to postpone or to annul their commitments unilaterally, after giving prior notice thereof to the other party. They cannot be obliged, for whatever reason, to pay compensation.
- 22.2. By "bad weather" is understood among other things (non-limitative): frost, snow, rain, flooding, unsafe wind speeds and/or impassable public or construction roads. The lost weather days are officially determined by the KMI and supplemented with any subsequent days on which the planned work cannot take place as a result of the bad weather.

23. Article 23: General Provisions

- 23.1. Parties agree that Customer shall only be entitled to set off against an amount due to the Contractor amounts which are due from the Contractor to the Customer, to the extent these amounts are not disputed by Contractor.
- 23.2. If a provision of these General terms and conditions of contract or the contract is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of these General terms and conditions of contract or the contract. In such case, the Parties shall agree in writing on a legal, valid and enforceable provision which comes closest to what the Parties have originally intended to stipulate.

24. Article 24: Jurisdiction and Applicable Law

- 24.1. The Parties shall use their best endeavors within the framework of good faith in order to settle amicably all disputes between them arising out of or in connection with this contract. Upon notice of a dispute from one Party to the other Party senior officers of both Parties will be involved during a minimum period of thirty (30) days in order to attempt amicable settlement of the dispute. All disputes which the Parties cannot agree upon through amicable settlement will be evaluated in accordance with article 24.2.
- 24.2. Any dispute shall fall under the exclusive territorial of the courts of the judicial district of Kortrijk or of a court competent pursuant to article 624 of the Belgian Judicial Code, as desired by the Contractor.
- This competence clause also applies in case of emergency (e.g. summary proceedings).
- The use of bills of exchange does not imply any debt novation and therefore does not modify the competence clause.
- 24.3. The present terms and conditions are governed by Belgian law, without regard to its conflict of laws rules, and for all other matters that have not been expressly specified shall be governed by statutory law. The applicability of the Vienna Convention on the International Sale of Goods and of any other treaty is hereby explicitly excluded.