

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL PROVISIONS.

1.1 The following definitions apply:

- the "Company" the company with the company number that concludes the underlying agreement with the customer;
- the "Underlying Agreement" the agreement between the Company and the Customer with the Special Terms and Conditions;
- the "products" being on the one hand goods and on the other hand services such as for example rental;
- the "invoice" is the invoice in execution of the underlying agreement.

1.2 All agreements with the Company shall be exclusively governed by the following General Terms and Conditions.

1.3 Deviating and/or supplementary conditions shall only apply with the explicit prior agreement of the Company.

### 2. APPLICABLE LAW AND INTERPRETATION.

2.1 All agreements and legal acts shall always be governed by Belgian law.

2.2 If these terms and conditions are also translated, only the Dutch version is and remains authentic for interpretation.

2.3 If a clause in these terms and conditions is declared null and void, the other clauses shall remain fully applicable and the null and void clause shall be interpreted in accordance with the will of the parties at the time of the conclusion of the underlying agreement until such time as the ground for nullity ceases to exist.

### 3. OFFER AND PRICES

3.1 Unless otherwise stated in the quotation, the prices and discounts stated in a written quotation signed by the Company are only binding for the period of 15 days.

3.2 If the Customer does not accept the offer within that period, the agreement shall lapse and the Company shall no longer be bound by it.

3.3 Prices and discounts mentioned in price lists, catalogues and the like are never binding.

3.4 If the Company is unable to maintain these agreements due to circumstances beyond its control, the customer will be informed of this in writing, with the choice of either accepting a new proposal, or of withdrawing from the agreement, with any advances paid being refunded.

### 4. DELIVERY.

4.1 With regard to goods, the order is charged as soon as it is ready for delivery.

4.2 With regard to services, such as rental, delivery takes place as provided for in the relevant underlying agreement.

4.3 The stated delivery time shall only be binding on the Company insofar as this has been expressly stipulated in writing in the underlying agreement.

4.4 All cases of force majeure and, more generally, all circumstances which prevent, reduce or delay the Company's performance of the order or which cause an excessive increase in the Company's performance of its obligations shall extend the delivery period.

4.5 If at the time of delivery it becomes apparent that there are still outstanding invoices for products already delivered, the Company shall be entitled to suspend delivery for as long as these invoices have not been settled in full.

## 5. DELIVERY.

5.1 Unless otherwise stipulated in the underlying agreement, in the event of a unilateral cancellation of this agreement by the customer, a compensation amounting to 25% of the agreed principal sum shall be payable to the Company upon full performance of the underlying agreement. This without prejudice to increasing this amount if the actual damage suffered by the Company is higher.

5.2 Any advance payments already made shall only be repaid to the customer by the Company to the extent that they exceed this compensation and the damage has been finally decided.

## 6. RISK AND INSURANCE.

6.1 Goods are always transported at the customer's risk and responsibility, even in the case of carriage paid,

6.2 With regard to services, the risk and responsibility for the goods underlying these services is transferred to the customer as soon as these goods are made available by the Company, unless otherwise stipulated in the underlying agreement.

6.3 The Customer shall insure the goods supplied or made available by the Company against the risk of loss and damage from whatever cause.

## 7. COMPLAINTS AND DEFECTS.

7.1 The products taken from our Company or delivered to the client by us must be checked immediately by the client or his representative. The delivery or the repair and the acceptance without reservation by the client or his representative releases our company from the liability for visible defects.

7.2 Any complaints about invisible defects or non-conforming deliveries must reach the Company's address within the legal deadline, under penalty of nullity, and exclusively by registered letter. If no statutory period has been specified, this period shall be deemed to be 8 days.

7.3 The Company shall not be liable for any hidden defects or non-conforming deliveries in respect of products supplied to customers in the same sector as the Company.

7.4 The goods are delivered under the legal guarantee but where this is not the case the above provisions apply between the Company and the Customer.

7.5 Any complaints shall not release the Customer from its payment obligation under the underlying agreement.

## 8. PAYMENT.

8.1 The amounts due to the Company are always payable at the address of the Company's business units.

8.2 Unless otherwise stipulated in the underlying agreement, if an invoice is not paid in full on its due date, late-payment interest at the statutory rate for commercial transactions shall be payable, ipso jure and without the need for notice of default, from the due date, and a lump-sum penalty of 10% of the principal amount outstanding shall be payable.

8.3 In case of non-commercial transactions, late-payment interest at the legal interest rate plus five percentage points shall be payable from the date of default, on the one hand, and damages to cover all extrajudicial collection costs, on the other.

8.4 The aforementioned compensation amounts to a minimum of EUR 50.00 and a maximum of EUR 2,500.00. This arrangement shall also apply with respect to the Company for any amounts that may have to be repaid to the Customer.

#### 9. RETENTION OF TITLE.

9.1 Goods remain the property of the Company as long as they have not been paid for in full. The customer shall be obliged to return the goods not yet paid for in full at the Company's first request, unless this is no longer practically possible. In case of return, the Company shall repay, within 14 days of receipt of the goods, the amount already paid by the Customer in excess of the residual value of the goods, whereby the residual value shall be estimated at a minimum of 20% of the principal sum of the contract.

9.2 With regard to services, the goods provided in execution of these services always remain the property of the Company and the client has no more than a right of use.

9.3 The goods that are the property of the Company cannot be encumbered or transferred to third parties by the client.

#### 10. COLLECTABILITY OF DEBTS.

Failure to pay an invoice in full on its due date shall automatically render all claims against the same customer payable on demand and entitle the Company, at its option, to suspend the execution of the current agreement(s) in whole or in part, to request their judicial dissolution or to consider them null and void. This is subject to prior notice of default and without the Company owing any compensation to the customer.

#### 11. NO RENEWAL OF DEBT.

The acceptance of bills of exchange or other payment documents shall never be considered a renewal of debt.

#### 12. INSOLVENCY AND DEATH.

12.1 If the Customer is a natural person, the Company shall, in the event of the Customer's death, be entitled at its option either to terminate the underlying agreement or to claim compulsory performance from the heirs.

12.2 If the Customer is admitted or falls under insolvency law, the Company shall have the right, at its option, either to terminate the underlying agreement or to demand further compulsory performance from the insolvency practitioners appointed by the Corporate Court.

12.3 The Company shall notify its choice within 15 days of learning of the Customer's death or insolvency by registered letter to the heirs or designated insolvency practitioners.

12.4 In the event of a choice to terminate the underlying agreement, the goods that are the property of the Company must be returned to the Company by respectively the heirs or the designated insolvency practitioners within the period and according to the modalities mentioned in the aforementioned registered letter from the Company.

12.5 In the event of a choice for continuation of the underlying agreement, the heirs or the designated insolvency practitioners, respectively, shall comply with the terms of the underlying agreement.

#### 14. TRANSFER

14.1 Unless otherwise stipulated in the underlying agreement, the customer is prohibited from transferring the underlying agreement to third parties.

14.2 The Company is permitted to transfer the underlying agreement, provided that the customer is informed thereof in advance by registered letter at the latest 15 days before the effective date of such transfer.

13. JOINT AND SEVERAL LIABILITY

If the underlying agreement has been concluded with more than one customer, all customers shall be jointly and severally liable for all obligations under this agreement insofar as not otherwise provided for in the underlying agreement.

14. JURISDICTION IN CASE OF DISPUTE.

Subject to the applicability of mandatory legal provisions, only the courts of the jurisdiction in which the Company's registered office is situated are competent to settle disputes.

15. PRIVACY.

The customer's data is used exclusively for the provision of services and for sending information to the customer. Customers may at any time access and correct their stored data. Customers may prohibit the use of their data for sending information. To do so, they must request this in writing to the Company's official address as stated in the agreement.

16. LANGUAGE.

When interpreting a clause, the Dutch version shall be considered authentic and shall take precedence over versions in other languages. A non-binding translation into another language can be found on the Company's website.