

Definitions:

In the present General Conditions of Service of Goeyvaerts-R. BV, hereafter referred to as the 'General Service Conditions' or 'Service Conditions', reference is made to the following definitions:

- **Employee Poaching:**
 - (a) any attempt to poach any person who, at that time, is or was a Director, executive, employee or self-employed worker of the Company,
 - (b) any attempt to discourage any person to take up the position of Director, executive, employee or self-employed worker at the Company,
- **Contractual Documents:** the documents as stipulated in article 1 of the General Service Conditions which govern the Agreement between the Parties;
- **Daily Report:** work order, shift report, timesheet, document drawn up by the Service Provider which lists the services rendered, hours worked and/or Equipment used on/during a particular day/period, and which serves as a basis for billing for the service rendered;
- **Service:** the activities the Service Provider performs for the Principal via the staff of the Service Provider, as described in the Quotation and/or Agreement and/or Daily Report;
- **Service Provider:** Goeyvaerts-R. BV;
- **Charge:** the goods and materials to be hoisted or moved by means of the Equipment;
- **Equipment:** the Equipment deployed by Goeyvaerts-R.
The following, among other things, shall be considered Equipment: gear (cranes, trucks etc.), hoisting accessories (man baskets, platforms, lifting frames, pots, drive plates, spreaders etc.); this list is non-exhaustive;
- **Quotation:** the document issued by the Service Provider, including the General Service Conditions, which mentions the Service;
- **Principal:** the natural or legal person who commissions the Service Provider to perform activities in connection with the Service;
- **Agreement:** all of the arrangements agreed between Parties relating to the Service;
- **Parties:** this refers to the Service Provider and the Principal;
- **Price:** the Price for the Service, as agreed upon between Parties;
- **Confidential Information:** all information in any form, including, but not limited to, information of a commercial, technical, operational, legal, financial or organisational nature, relating to the affairs of Parties, or their clientele, which Parties, their employees, bodies, representatives or other agents have or will become aware of in the course of negotiating and/or performing the agreement.
- **Work Area:** the location or locations where the Service Provider performs his work;
- **Activities:** the work the Service Provider performs with or without Equipment.

Article 1. Applicability of Service Conditions

1.1 The present Service Conditions are part of any offer, Quotation and any Agreement between the Service Provider and the Principal, their legal successors, respectively, provided that such conditions are not explicitly deviated from by Parties. Any Agreements and resulting and/or related agreements, orders, Services and activities between the Parties shall be accepted and performed in accordance with the present Service Conditions .

1.2 With the exception of deviating or additional provisions accepted in writing by both Parties, the relationship between the Parties is governed by the following (Contractual) Documents:

- the Service Agreement (with annexes, if any);
- the Service Conditions ;
- Technical Requirements of Equipment.

The (Contractual) Documents are provided in order of priority, whereby the Service Agreement takes precedence over Service Conditions, and the Service Conditions take precedence over the Technical Requirements of Equipment. Nevertheless, they are interpreted in relation to one another. In the event of conflict, the Service Agreement shall take precedence over the Service Conditions, the Technical Requirements of Equipment, respectively.

1.3 Through the conclusion of an Agreement, the Principal declares that he is familiar with the present Conditions, and the Principal accepts the applicability of the present Service Conditions. In doing so, the Principal waives the application of his own conditions. If the Principal nonetheless makes remarks on the present Service Conditions, or transmits other conditions, the following rules shall apply:

- If this happens **at the time of acceptance of the Quotation or right before commencement of the activities**, such remarks or other conditions shall NOT be taken into account.

Indeed, in such a case, it is not possible to effectively become acquainted with and accept the remarks or the other general conditions. Therefore, the Agreement is concluded with the Service Conditions as appended to the Quotation.

- If the remarks or other conditions are transmitted **prior to acceptance of the Quotation**, they will be replied to in writing as soon as possible.

Parties undertake to take the necessary steps, within a reasonable period of time, which takes account of the (timeliness of the) performance of the service, to reach, in good faith, agreement on any points that might be under debate.

In such a case, the Agreement is concluded either in accordance with the conditions negotiated between Parties, or without application of the remarks formulated by the Principal, or the incompatible clauses of the two sets of general conditions of Parties.

1.4 If the Service Provider does not aim for strict compliance with the present Service Conditions, this does not mean that the provisions of the Service Conditions do not apply, or that the Service Provider would in any way lose the right to demand, in other cases, strict compliance with the provisions of the present Service Conditions.

1.5 Amendments to the Agreement and deviations from the present Service Conditions shall only be effective if they have been agreed in writing between Parties.

If there is no such written agreement, there shall be irrefutable presumption of approval of the performance of such activities by the mere performance thereof. If the Principal does not respond to the written proposals for amendment, if any, of the Service Provider within three (3) days of dispatch, such new changes shall be deemed to have been accepted.

Changes at the request of the Principal shall be charged on a time and expense basis or at a fixed price.

If the Principal commissions additional work to be carried out without the Service Provider having all the relevant information at the time of the Quotation, the Principal agrees to compensate the Service Provider for any additional work that results from him becoming privy to such information later on. Any additional work that results from such unknown relevant information shall be charged on a time and expense basis.

Article 2. Quotations, Offers and Agreement Concluded

2.1 Each Quotation is based on a Service under normal circumstances and during normal working hours, unless expressly stated otherwise. The data provided by the Principal to the Service Provider are presumed to be correct and complete. The Principal relieves the Service Provider of any obligation to investigate or provide information. In the case of a preventive service contract, prior to the service, a paid inspection will be carried out by the service provider to prove the condition of the equipment to be maintained. All consequences of any errors or omissions in the request for a Quotation shall be borne solely by the Principal, who shall hold the Service Provider harmless. The Quotation does not include compensation for extra work and/or additional costs, unless expressly stated otherwise.

Quotations of the Service Provider apply solely subject to availability of the necessary Staff and/or Equipment. No rights may be derived by the Principal from manifest material errors, mistakes or typing errors in a Quotation. All Quotations presented by the Service Provider are free of engagement, and an Agreement is only concluded if expressly approved by Parties.

2.2 Unless otherwise stated, the Quotations of the Service Provider are **only valid for one (1) month**.

2.3 An Agreement is only concluded through the written acceptance of the Quotation by the Principal. Any additional Service after acceptance by the Principal shall automatically be subject to the same Service Conditions .

2.4 The Service Provider may at any time ask the Principal for advance payments, and suspend performance of the Agreement until such advance payments have been made, without the Principal being entitled to any form of damage. The requirement to make advance payments shall be included in the Agreement.

2.5 The Service Provider reserves the right to have the entire Service or a part thereof performed by subcontractors. The Service Provider is liable for the performance of the Agreement by his subcontractors to the same degree as if he himself were liable.

Article 3. Service

3.1 The Service pertains to an Agreement for the supply of services.

3.2 The Service Provider performs Activities for the benefit of the Principal. These Activities are described in the Quotation and/or Agreement. These services will be performed in accordance with the provisions of the present General Service Conditions supplemented with any additional technical and administrative conditions as set forth in article 1.2.

3.3 Pursuant to article 2.5, the Service Provider may, for the (whole or partial) performance of the Agreement, at any time rely on third parties.

3.4 The Principal may, at any time during the performance of the Agreement, ask the Service Provider to perform additional services. To the extent that they cannot be a part of the Agreement, the Principal shall make a new request to the Service Provider. Insofar as necessary, the Service Provider will subsequently draw up a new, additional Quotation. If such a Quotation was drawn up, the Service Provider is only obligated to perform the additional services insofar as this was agreed.

3.5 The Service Provider shall perform the activities as an **independent subcontractor**. The Principal cannot decide on the choice, the dismissal, the supervision over or the control of the services, representatives, employees or subcontractors of the Service Provider, nor does the Principal have any right to steer or control the Service Provider as to the manner of execution or the means to achieve the desired result, except as provided for in paragraph 3.6 below.

The Service Provider is responsible for the quality of the activities performed and the materials used, and guarantees that these shall be of good quality in all respects. The Service Provider accepts full and exclusive responsibility and liability for payment of the mandatory taxes on wages and all mandatory social security contributions imposed by the law, and agrees that any subcontractor who performs part of the work shall accept the same responsibility and liability with respect to the employees of that subcontractor.

3.6 The Staff of the Service Provider shall, in exceptional circumstances, follow the instructions of the Principal in the Work Area insofar as they are necessary for the actual execution of the work. These technical or practical instructions pertain solely to:

- the planning of the activities to be performed;
- the circumstances, procedures and methods of the Principal to be taken into account for carrying out the order;
- the characteristics, specifics and requirements of the order and the Work Area;
- access to the Work Area and/or facilities of the Principal necessary for performing the Agreement;
- use of goods, facilities and/or infrastructure of the Principal necessary for performing the Agreement;
- everything relating to safety and health.

These instructions in no way imply that the Service Provider's authority as an employer is undermined, and does not in any way diminish the liability of the Principal. The Principal shall assume responsibility with respect to knowledge of goods, handling method, measures to be taken with respect to PPE, safety and the environment.

3.7 The staff of the Service Provider shall at all times remain under the authority, guidance, supervision and responsibility of the Service Provider, and can at no time be considered an employee or designated employee of the Principal. The Principal shall in no way be entitled to exercise any authority over the staff of the Service Provider that normally belongs to an employer.

In accordance with article 31, § 1, second and third paragraphs of the Law of 24 July 1987 on temporary work, temporary agency work and the hiring out of workers for the benefit of users, Parties acknowledge and accept that compliance by the Principal with his obligations in relation to well-being at work, as well as the instructions which might be given by him for the supply of services and/or the products by the Service Provider, cannot be regarded as any exercise of authority by him over the staff that the Service Provider might rely on for the supply of the services and/or the products.

3.8 To enable the Service Provider to give instructions, if any, which fit in with the provisions of the Law of 24 July 1987 on temporary work, temporary agency work and the hiring out of workers for the benefit of users, the Principal shall designate a person to act as contact for the Service Provider. This central contact shall subsequently give the instructions to the Operating Personnel of the Service Provider with respect to a correct supply of services. In the event that this person cannot be reached or is absent, the Principal shall immediately notify the Service Provider, and the Principal must designate a replacement contact.

3.9 The Principal shall ensure that his subcontractor, whom he designates to represent him, indicates a person responsible on site. If the Principal fails to comply with the provisions of this article, the Service Provider is entitled to pass on any damage, including, but not limited to, any damage, fines, costs, losses of any nature whatsoever resulting from such non-compliance, to the Principal, who shall fully compensate them, without prejudice to all other rights and legal remedies available to the Service Provider pursuant to the present General Service Conditions or pursuant to the law.

Violation by the Principal of the obligations described in this article also gives the Service Provider the right to terminate, with immediate effect, all agreements entered into between Parties, without the Service Provider being required to pay any damages.

For work performed on a time and expense basis, the control of the number of hours worked is merely for billing purposes.

3.10 In the event that the Service Provider is asked to perform maintenance and repair services to Equipment of the Principal or third parties, and spare parts need to be supplied, those shall remain fully owned by the Service Provider until they have been paid for in full.

Article 4. Intellectual Property Rights

4.1 The Activities, including the plans and calculations, are based on the current state of technology, the concepts and the Equipment of the Service Provider. The results of these services (including designs, drawings, hoisting plans, software,

documentation and any other materials) as well as the rights thereto shall remain the exclusive property of the Service Provider, unless otherwise expressly agreed in writing.

The Principal shall acquire only a non-exclusive and non-transferrable right to use these results for the agreed purposes, to the exclusion of all other purposes. The supply of products and/or services is not intended to transfer in any way the intellectual property rights to those products or (the results of those) services.

4.2 Those results must not be reproduced or used for the purposes of execution by a third party, nor be transmitted, for whatever reason, to a third party or be disclosed without the express written consent of the Service Provider.

4.3 The Principal shall not remove or alter references by the Service Provider or his suppliers to intellectual property rights (including copyrights, brand names and trademarks). The Service Provider is not responsible for infringements of third-party rights if and insofar as the products and/or (results of) the services have been modified, if those were provided in accordance with the instructions of the Principal and/or if they were supplied in connection with the goods of third parties.

Article 5. Daily Reports

5.1 The **Daily Report** which the Service Provider draws up contains the number of hours worked, the Service and the Materials, and is transmitted at regular intervals to the (representatives of the) Principal for information purposes. The Service Provider shall always bill the minimum number of hours per day, even if the number of hours actually worked is less than the minimum number of hours agreed, unless expressly agreed otherwise.

5.2 These Daily Report must be approved by the Principal within five (5) business days of receipt. If the Principal makes no remarks, complaints or protests, the Daily Report is deemed to have been irrevocably and unconditionally accepted by the Principal.

5.3 Only the representatives authorised by the Principal may sign or confirm by e-mail the Daily Reports. The Service Provider shall act in good faith and is not obligated to check the signatory authority of the signer. If an unauthorised representative has signed the Daily Report, this fact can never be invoked against the Service Provider, nor does it justify suspension or non-payment of the Service.

5.4 If the (representative of the) Principal refuses, without a valid and justified reason, to sign or approve the Daily Reports, which reason should preferably immediately be reported to the Service Provider, and in any case also always be mentioned in writing on the Daily Report, the Service Provider is entitled to suspend performance of the Service until this issue has been properly resolved, without the Service Provider being obligated to pay any compensation for delay. The Daily Reports compiled by the Service Provider are – whether they have been signed or not – the only basis for billing.

5.5 All remarks by the Principal should preferably immediately be reported by phone and/or via e-mail to the Service Provider within five (5) calendar days from the Daily Report being compiled. After this period of five (5) days, remarks are not permissible anymore. The Principal must never make changes to the Daily Reports compiled by the Service Provider, nor cross out any text or redact the document in any way. In the event of differences and/or discrepancies in the registration of the hours worked, the services supplied and the Equipment and/or materials used, the Daily Report of the Service Provider shall always take precedence over any reporting system whatsoever of the Principal, and the Daily Report of the Service Provider – whether it has been signed or not – shall serve as the only basis for billing.

5.6 The absence of a Daily Report can never give rise to suspension of payment or non-payment for the service. The provisions of the Quotation shall apply fully.

5.7 In the absence of remarks regarding the Daily Reports being made within five (5) business days, the Service Provider shall draw up an invoice which corresponds to these Daily Reports.

Article 6. Obligations of the Principal

6.1 The Principal is responsible in all cases, without this list being restrictive, for the following:

- to obtain the safety regulations to be complied with;
- the correctness, accuracy and completeness of the information and documents provided by him;
- the notification procedures;
- the coordination and alignment of the services between the various subcontractors in the Work Area;
- the administrative obligations of any kind to be obtained, including environmental permits, examination of the suitability of the terrain and/or subsoil (and costs of repair if the terrain is impassible or if the bearing capacity of the terrain is insufficient), all permits required for the assembly, use, operation, and disassembly of the Equipment.
- costs of connection, disconnection and consumption of water and power;
- costs occasioned by vandalism or any other external calamity;
- protection and guarding of the Work Area;

- to provide safety, break and sanitary facilities in accordance with the legislation in force;
- costs occasioned by the Work Area conditions and/or activities resulting in the Equipment of the Service Provider getting dirty;
- to make arrangements or take measures to prevent noise nuisance, damage to the environment, to adjacent structures, installations, data carriers, cables, pipes and pavements;
- the suitability of the Work Area, in particular for:
 - o creating a suitable access road to the site for setting up the Equipment;
 - o creating sufficient space for setting up and using the Equipment so that the work can be carried out in a safe and smooth manner;
 - o the permit for, the putting in place, and the keeping in place during the period of the work of all necessary diversions, road signs, the demarcation of the unloading, work and loading areas, as well as parking restrictions;
 - o the availability of the necessary Equipment and the required safety facilities.
- the timely transmission of all concrete useful data so that the Service Provider can perform the activities as agreed, and, where applicable, of unloading and loading sequence plans, anticipated work schedule, loading and unloading locations to be used, the stowage plan and any additional elements that are important for handling the goods
- to grant all guarantees for the benefit of third parties in respect of the performance of the Agreement;
- to provide, in a timely, correct and adequate manner, information to the Service Provider about all characteristics, specifics and requirements of the activities and the Work Area.
- only applicable to preventive service and maintenance contracts: Prior to commencement of the service, an inspection of the crane, to be paid for by the principal, must be carried out by the service provider to determine its technical condition.

6.2 The service provider shall supply all technical documentation that should enable the principal to ascertain the suitability of the subsoil taking into account the machines to be placed. It remains the responsibility of the principal to assess the suitability of the subsoil. The suitability of the subsoil relates, among other things, to the placement and the solidity of the subsoil for the Equipment;

6.3 Even though the Service Provider is responsible for the inspections, required by law, of the Equipment used, to be carried out by an approved certification body, the Principal must give the inspection body ample opportunity and time to carry out the inspection during normal working hours. If the statutory inspection cannot take place within the statutory time limit because of the Principal or due to a circumstance which is attributable to the Principal, the Principal must compensate the Service Provider for any damage the Service Provider suffers as a result. The time required for the inspection by the inspection body can never be regarded as a delay in the performance of the activities which would render the Service Provider liable to pay compensation. The Principal has, for the period of time required for an inspection, no right whatsoever to any compensation.

6.4 The Principal is solely responsible for the unobstructed access of the goods, Equipment and personnel to the Work Area during the entire period of execution of the services. It is the exclusive task of the Principal to ensure that the Work Area is safely and easily accessible and passable, as well as to put up the necessary road signs. Additionally, the subsoil must be sufficiently solid and stable to enable the transport, the safe set-up etc.

As long as the above requirements are not met, the Service Provider is entitled to suspend performance of the activities until such requirements are met, without commencement of the activities implying acknowledgement that the subsoil is sufficiently solid and stable.

The costs occasioned by any delay as a consequence of the Work Area being unreachable or inaccessible shall be recovered from the Principal. The Service Provider shall fully recover from the Principal any additional costs resulting from such inaccessibility, including, but not limited to, the additional preparatory acts and compensation for immobilisation of the Equipment and personnel, for loss of profit and for disruption of the schedule.

Materials (partitions, drive plates etc.) which might be supplied by the Principal in this respect in no way diminish this obligation of the Principal as set forth in the Contractual Documents.

The Principal expressly acknowledges that the Service Provider is not obligated to carry out a prior examination of the condition of the Work Area. The supply, installation, use of the Equipment or commencement of the activities by the Service Provider cannot be regarded as acceptance of the condition of the Work Area.

6.5 The Principal shall ensure that the working conditions in the Work Area, in particular with respect to safety and health, are fully consistent with the applicable relevant laws and regulations. It is the responsibility of the Principal to inform, and keep informed, the prevention advisor concerned in a timely fashion.

6.6 If the Services referred to in this Agreement are subject to registration of attendance in pursuance of Section 4, Chapter V of the Law of 4 August 1996 on the wellbeing of employees in the performance of their work, the Principal shall ensure that the Service Provider is informed in a timely fashion of this obligation and of the "RSZ" [Belgian National Security Office] workplace number, and the Principal shall make the registration system available to the Service Provider. In addition, the Principal shall make sure that the Service Provider is already registered in the "RSZ" database at the right workplace.

6.7 In the event that the Principal fails to comply with the provisions of this article, the Service Provider shall be entitled to pass all damage, including, but not limited to, all damage suffered, fines, costs, disadvantages of any nature whatsoever as a consequence of such non-compliance, on to the Principal, who shall fully compensate it, without prejudice to all other rights and remedies the Service Provider has in accordance with the present Service Conditions and/or the law.

Article 7. Execution Time

7.1 The use of the Personnel of the Service Provider as well as the starting time shall always be determined in joint consultation with the Principal. Delays caused beyond the control of the Service Provider can never give rise to compensation to be paid by the Service Provider.

7.2 The Service Provider has the right to recover from the Principal, pursuant to the contract, the damage suffered as a consequence of a delay.

7.3 Unless otherwise stipulated in writing, the execution times indicated are merely intended to be indicative and thus never binding.

Article 8. Price

8.1 The Price is the compensation for the Service (which may or may not include Equipment) as specified in the Agreement.

The daily rates are based on eight (8) working hours, unless otherwise agreed. The hourly rates do not apply to weekend work, shiftwork, nightwork and work on public holidays, for which a supplement will be charged.

Each Price shall be exclusive of, unless expressly agreed otherwise:

- VAT, taxes and levies (including, but not limited to: tax on driving power, concession fees; ...);
- overtime, nightwork and services on weekends and public holidays, unless otherwise agreed;
- surcharges, extra services and permits as provided for in the Agreement;
- costs of delay and stoppage beyond the control of the service provider as well as cancellation;
- import and export costs, if any, as well as other costs, charges, taxes or duties relating to the transport/delivery of the Equipment to the Work Area concerned;
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- costs of supply and removal of Equipment;
- any other costs, charges, taxes or duties claimed by any authority or other government agency in connection with the performance of the Agreement, even if they were not yet known or did not yet apply at the time of the Quotation.

The Price in the event of a preventive maintenance contract shall be inclusive of, unless expressly agreed otherwise:

- The removal of all waste materials created in connection with the maintenance contract,
- Oil, grease and lubricants,
- The provision of all normal resources needed to carry out the work,
- The provision of all filters, spare parts, small materials required for standard preventive maintenance

8.2 The Price is also calculated on the basis of execution during the normal working hours per day and/or week and under normal (working) conditions, i.e. it must be possible to carry out the Work continuously and consecutively. The Service Provider is entitled to charge supplementary costs for additional services due to abnormal conditions, working hours and difficulties, foreseeable or unforeseeable, or erroneous/incomplete communication of the information to be provided by the Principal.

8.3 The Service Provider reserves the right to claim compensation for any work stoppage that is due to the fault of, negligence of, or lack of prospect on the part of the Principal. Extra services/work that could not be foreseen at the time of the Quotation being prepared can always be charged.

Article 9. Terms of Payment

9.1 If the Principal does not make a protest within eight (8) calendar days of receipt of the invoice, the invoice shall be deemed to have been accepted irrevocably and without reservation by the Principal. If the Principal makes a protest against a part of the invoice, the Principal must explicitly indicate which specific part of the invoice he makes a protest against. The Principal undertakes, in the event of a partial protest being made, to immediately pay the uncontested amount in accordance with the Service Conditions, without such payment being able to detract in any way from the other parts and amounts being owed and due, as well as from the applicability of the Service Conditions thereto.

9.2 Partial payments without any specific reference being made to individual invoices shall be allocated first to the interest past due, subsequently to the penalty clause, and finally to the principal sum, with priority being given to the first principal sum past due.

9.3 All invoices of the Service Provider are payable in cash within 30 days of the invoice date, at the registered office of the Service Provider, unless expressly agreed otherwise.

If the Service Provider needs approval and/or information (PO number, among other things) from the Principal to enable him to issue his invoice in a valid and correct way, the Principal is obligated to provide such information within five (5) business days to the Service Provider, failing which the invoice can be lawfully drawn up by the Service Provider using the information available.

All periods of acceptance or verification procedures to check conformity of the Rental and/or the billing by the Service Provider are an integral part of the above maximum payment term.

Any and all payment costs, bank charges or bank provisions shall be borne by the Principal.

9.4 In the absence of payment on the due date of the invoice:

- all amounts owed to the Service Provider, including the amounts which have not yet fallen due, shall, *ipso jure* and without any notice of default, become immediately due;
- any delay in payment shall give rise, *ipso jure* and without any notice of default, to the application of default interest from the due date (calculated at the interest rate as set in the Law of 2 August 2002 on combating late payment in commercial transactions);
- additionally, any delay in payment shall give rise, *ipso jure* and without any notice of default, to liquidated damages equal to 10% of the outstanding balance, with a minimum of € 125; these liquidated damages shall not form an obstacle to an indemnity for legal proceedings, if any, in the event of judicial collection;

9.5 The Principal expressly waives his right to offset with respect to the Service Provider, whereby the Parties expressly deviate from article 1291 old Civil Code / article 5.254 Civil Code. Therefore, the Principal is never permitted to offset the invoices of the Service Provider against any claims he might have against the Service Provider, not even if these are related to the Agreement, and not even if these are certain, of a fixed amount and due.

9.6 In the event of court-ordered restructuring of the Principal, the Service Provider reserves the right to supply Equipment only against payment in cash, or prior payment, or to set modified terms of payment, or to suspend performance if the Principal in court-ordered restructuring also suspends his contractual obligations.

Article 10. Contractual Breaches

10.1 **Contractual breaches on the part of the Principal** shall be reported by the Service Provider to the Principal. The Principal must communicate his fully and adequately justified defence in writing to the Service Provider within eight (8) calendar days of such reporting, whereby he shall make any useful remarks. Additionally, the Principal shall make proposals to remedy the breaches. If the Principal fails to respond in writing within eight (8) calendar days of the reporting by the Service Provider, the Principal shall be irrefutably deemed to agree with the contents of the report.

10.2 **Contractual breaches on the part of the Service Provider** shall be reported in writing by the Principal to the Service Provider within eight (8) calendar days. The Service Provider must communicate his fully and adequately justified defence in writing to the Principal within eight (8) calendar days of such reporting, whereby he shall make any useful remarks. Additionally, the Service Provider shall make proposals to remedy the breaches.

Article 11. Liability

11.1 **Liability of the Principal.** The Principal shall bear all the consequences of claims due to excessive nuisance pursuant to article 544 old Civil Code / article 3.101 Civil Code, and can in no way call the Service Provider to account or claim damages.

The Principal shall be liable for all errors, defects, imperfections, miscalculations, inaccurate estimates, omissions, neglects, delays and other failures to perform the contract which are imputable to him. The Principal shall fully compensate all the damage and other adverse consequences, foreseeable or unforeseeable, which the Service Provider or third parties sustain(s) or suffer(s) and which are directly based on such errors, defects, imperfections, miscalculations, omissions, neglects, delays and other failures to perform the contract.

The Principal shall also waive any claims against the Service Provider on account of downtime or reduced productivity, due to force majeure, among other things, and in any case due to:

- storm, wind, fog;
- stroke of lightning;

- inundation, high or low tide;
- frost, freezing, icy roads;
- (risk of) (civil) war, hostilities, invasion, actions of foreign enemies, large military operations and mobilisation;
- revolt, rebellion and revolution, military or assumed power, act of terror, sabotage or piracy;
- monetary and commercial restriction, embargo, sanctions;
- government measures;
- riot, sabotage, strike, lock-out;
- traffic disruptions;
- shortage of manpower;
- quarantine, epidemic, pandemic, illness of operating personnel, fire, explosion;
- landslide, collapse, flooding;
- closing of or delay at border crossings, delay at stations or toll services;
- defects in the Equipment;
- theft, vandalism, acts of third parties.

This list is non-exhaustive.

The temporary suspension of the activities as a result of force majeure shall cause the original execution time to be extended by the period equal to the suspension period, plus the amount of time needed to relaunch the activities.

Loss of, or damage to the Activities, by accident or force majeure, or through the own fault of the Principal or of persons or parties for whom he vouches, shall never be at the expense of the Provider.

11.2 Liability of the Service Provider. The Service Provider shall only be liable for the material damage and/or the loss which is directly imputable to him, and which is the direct consequence of his concretely proven fault or that of his designated employees and/or subcontractors. The Service Provider shall stipulate all legal and contractual rights, which he may invoke for warding off his own liability, as well as for the benefit of all those – including both subordinates and non-subordinates – who are involved with the performance of the Agreement and for whom he is liable according to the law.

Under no circumstance shall more than the actual damage be compensated for, whereby the liability of the contractor shall be limited to 2 euros per kg of gross weight damage or lost. For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast-iron pipes) a liability limitation of EUR 1,000 per parcel is set. Irrespective of the number of parcels or the weight, the maximum liability shall never exceed EUR 25,000 per event or series of events having one and the same cause. For damage caused to the ship, means of transport or infrastructure, the liability shall never exceed EUR 25,000. In case of convergence of several claims relating to damage to the ship, means of transport, infrastructure, damage to or loss of goods or equipment made available by the Principal or by third parties, the total liability shall not exceed EUR 50,000, irrespective of the number of injured parties.

The Service Provider and/or his subcontractors/suppliers can never be held liable for environmental damage, dust or odour nuisance, or other consequences of the handling of goods, nor for any collateral, indirect and/or non-material damage suffered by the Principal, or third parties, such as loss of profit, demurrage, loss (of customers), loss of goodwill, business interruption, ...

11.3 Liability for Equipment. With regard to the Equipment, the Service Provider shall be liable in the following cases, with the following limitations:

- If the Equipment does not meet the agreed specifications/quality standards, the liability of the Service Provider shall be limited to replacement of the Equipment;
- If the Equipment and/or personnel is/are not available at the agreed time, the liability of the Service Provider shall be limited to replacement of the Equipment and/or the personnel.

Notwithstanding the above, the warranties of the manufacturer/supplier shall apply to the Equipment. The warranties of the Service Provider in this respect shall not go beyond those of the manufacturer/supplier concerned.

11.4 Limited liability for property damage and bodily injury. The liability of the Service Provider is explicitly limited to direct and material property damage, and bodily injury to personnel of the Principal, caused by a demonstrable defect in the Equipment and/or by a culpable fault, intent and/or gross negligence on the part the Service Provider.

The burden of proof in connection with liability for damage imputable to the Service Provider lies with the Principal. However, if the damage also would have occurred without the fault of the Service Provider, the liability of the Service Provider shall be excluded. In the event that the liability of the Service Provider with respect to the damage has been established with all legal means, the liability of the Service Provider shall be limited to the amount which, as the occasion arises, is paid in this respect under the liability insurance taken out by him, with an absolute maximum of € 5,000,000.00 each year, whereby the lowest of these limits shall apply. An insurance certificate shall be provided to the Principal on first request.

The Service Provider explicitly exonerates himself for any damage that exceeds the amount paid by the insurance company.

An insurance certificate shall be provided to the Principal on first request. The Principal agrees to respect the confidential nature of this document.

The Service Provider is entitled to have the damage assessed by an independent expert from the sector to be designated by him. The Principal must report in writing, immediately and within forty-eight (48) from the time when the damage is detected, any damage claim to the Service Provider. If the aforementioned time limits are not complied with, the right to claim damages on the part of the Principal shall lapse automatically and *ipso jure*.

11.5 Without prejudice to the applicable periods of limitation, any claim against the Service Provider shall lapse one (1) year after detection of damage, deficiencies and/or defects, or, in the event of a dispute over this, one (1) year after the invoice date, unless the law provides for a shorter period.

11.6 The Principal, as well as his insurers, shall waive any recourse against the Service Provider to obtain compensation for the financial consequences of any indirect and/or non-material damage claim of the Principal, the personnel of the Principal or third parties, and shall indemnify the Service Provider and his insurers from any claim brought by third parties in relation to the aforementioned damage.

11.7 Non-Contractual Liability

To the extent permitted by law, any non-contractual liability claim by one party against the appointees and/or agents (including but not limited to directors, employees, independent contractors, etc.) of the other party is excluded. In their agreements with third parties, the parties shall stipulate that non-contractual claims against appointees and/or agents (in which the parties may be considered in their mutual relationship) are excluded. To the extent that the parties are unable to stipulate such an exclusion with third parties, one party shall indemnify and hold the other party harmless in the event its appointees and/or agents are held liable for a (non-)contractual claim by a third party in connection with the performance of the Services. Such indemnification and compensation shall not apply in cases of gross negligence, intentional misconduct, or fraud by the appointees and/or agents of that party.

Article 12. Completion of the Service

The Service Provider shall indicate when the activities are completed, and, to that end, shall present, in some cases, a Daily Report for the Principal to read. The Principal shall write in the Daily Report the deviations he has found. The Daily Report constitutes the basis of acceptance for (extra) billing and is to be approved by the Principal. If the Principal refuses to approve the Daily Report, the reason for non-approval shall be stated. Subsequently, by mutual consultation, an agreement will have to be reached within a period of maximum 5 days after delivery of the daily report.

Article 13. End of the Agreement

13.1 Without prejudice to the expiry of the term as specified in the Agreement, any Party may also terminate the Agreement in the event of death, petition in bankruptcy or declaration of bankruptcy, declaration of incapacity, liquidation, conservatory or executory seizure, or, if a (relevant) part of the company is transferred to third parties. The Party concerned shall inform the other Party, immediately and in writing, of any event or circumstance as described above which might entitle the other Party to terminate the Agreement.

Such a termination shall be immediately communicated in writing to the Party concerned or its legal successors.

Such a termination shall not entitle Parties to compensation.

13.2 The **Service Provider** reserves the right to declare, *ipso jure* and with immediate effect, without notice of default and without the involvement of a court, the Agreement annulled in the following cases.

a) **Annulment on account of non-payment.** The Service Provider reserves the right to **annul** the Agreement with immediate effect if the Principal, in spite of a written notice of default whereby a period of at least fourteen (14) calendar days was observed, still has not settled, in whole/in part, the outstanding invoices.

b) **Repeated non-compliance with substantial obligations.** If the Principal repeatedly fails to comply with his substantial obligations, the Service Provider may, without prejudice to his right to claim compensation for damage as set forth in article 10.4 relating to liquidated damages in case of a contractual fault on the part of the Principal, **annul** the Agreement after he has set, in writing, a reasonable period of time, and the Principal, upon expiry thereof, still has not complied with his obligations.

c) **Absence of timely, regular and lawful defence.** The Service Provider reserves the right to **annul**, with immediate effect and without any further notice of default, the Agreement or a specified part of the lease, if the Principal fails to perform the Agreement, as set forth in article 10 (Contractual breaches on account of the Principal), and if the Principal has not communicated

a timely, regular and lawful defence to the Service Provider, or has not sufficiently remedied his failure within five (5) calendar days following establishment of the failure. The Service Provider shall inform the Principal by registered letter that he makes use of this option.

d) **Joint.** In the event of annulment by the Service Provider in the cases described in a) up to and including c), the Service Provider, in addition to his right to be paid in time for all the services rendered and the costs associated with the annulment, is entitled to liquidated damages equal to 20% of the total quoted price, subject to the right to higher compensation provided that the Service Provider furnishes proof of greater actual damage, since Parties acknowledged and lay down that the Principal, owing to the circumstances which justify the unilateral termination, definitively and irrevocably fails to comply with his undertakings.

13.3 Annulment by the Principal

The Principal has the right to annul the Agreement with the Service Provider in the event of an imputable fault, gross negligence, wilful misconduct, deception or fraud on the part of the Service Provider. If the Principal wishes to exercise his right to annulment, he must notify the Service Provider by registered letter within a reasonable period of time after becoming aware of the circumstance which gave rise to the annulment. In the event of annulment by the Principal, the Principal, as the occasion arises, is not entitled to compensation.

In the event of unilateral termination without reason, the Principal shall owe 20% of the Price of the activities still to be performed, without prejudice to the right of the Service Provider to prove that higher compensation is justified, and without prejudice to the obligation of the Principal to pay the Price of the activities already performed, as well as for the costs already incurred and the consequential loss, if any; in short, to compensate the Service Provider for all damage and costs.

13.4 Cancellation of the scheduled shifts during the contractual term of the Service.

a) Cancellation by the Principal

With the exception of deviating provisions in the Quotation, the Principal can only cancel the order if:

- the cancellation is communicated no later than at 12 o'clock noon one (1) business day prior to the day on which the Service Provider was to commence activities, unless there has already been material supplied. As the occasion arises, the transport costs for supply/removal will be charged.

In the event of non-compliance with this condition, the Principal shall owe the full Price as set in the Quotation, including the costs arising from the cancellation (all costs already incurred, for instance relating to drawings, plans, mobilisation, demobilisation, stand-by) unless otherwise provided for in the Quotation.

This list of possible costs is non-exhaustive.

The cancellation must be done in writing. The date of receipt of this letter by the Service Provider shall be the cancellation date.

b) Cancellation by the Service Provider

The Service Provider reserves the right to cancel the order within any reasonable period of time before the agreed start time/date for any valid reason whatsoever. As the occasion arises, the cancellation shall be communicated in writing before the agreed start time/date.

The Principal is, as the occasion arises, not entitled to any compensation.

13.5 In line with the provisions of art. 14 and 15 of the Law on Financial Collateral of 15 December 2004 (LFC), Parties acknowledge their acceptance of the principle of 'netting' in the event of an insolvency proceeding, seizure or any other type of concurrence. As the occasion arises, Parties shall compensate and offset *ipso jure* all current existing and future debts in relation to one another.

This offsetting shall in any case have legal effect with regard to the trustee in bankruptcy and the other concurrent creditors, who will thus be unable to oppose the offsetting carried out by Parties.

Article 14. Force Majeure

14.1 A Party is not required to comply with any obligations towards the other Party if it is hampered from doing so as a consequence of a circumstance which is independent of the will of one Party (force majeure), including, among other things, bolt of lightning, flooding, extreme weather conditions, fire, war, epidemic, illness of the personnel of the Party, terrorist acts, acts of governments or other competent authorities, planned and unplanned strikes, lightning strikes or work-to-rule campaigns, as a consequence of which compliance with any obligation cannot be reasonably expected of one Party, nor be demanded of it under the law or according to views prevailing in society.

14.2 'Force majeure' in the present Rental Conditions shall mean all possible external causes, foreseen or not foreseen, which a Party cannot influence, yet due to which a Party is unable to comply with its obligations.

14.3 If the Party relies on force majeure, and is unable to comply with its obligations or is unable to comply with its obligations in time as a consequence of a circumstance which is not imputable to it, the obligations shall be suspended until such time as this Party is able to comply with the obligations. The Party relying on Force Majeure shall notify the other Party immediately after such a circumstance has occurred.

14.4 If the period during which compliance with the obligations by one Party is not possible due to force majeure exceeds six months, both Parties are authorised to annul the Agreement, without there being an obligation to pay damages.

Article 15. Hardship / Unforeseen Circumstances

If the following requirements are met, a Party can ask the other Party to renegotiate the contract with a view to adjusting the original contractual balance or terminating the Agreement.

- a change in circumstances which makes the performance of the contract excessively onerous, so much so that its performance can no longer reasonably be demanded;
- which was unforeseeable when the contract was concluded;
- which is not imputable to the debtor; and
- the debtor did not cover this risk.

The Parties in any case continue to comply with their undertakings in the course of the renegotiations.

The following, among other things and depending on the specific facts, can qualify as circumstances that justify renegotiations:

- changed social-economic conditions, such as continuous abnormal price increases, or general supply problems relating to raw materials, materials and energy as a consequence of a war, embargo, or other international economic sanctions,
- strike,
- epidemic, pandemic,
- a general structural market disruption,
- major changes in the exchange rates, ...
- an adjustment or innovation of the legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the contract.

Once a Party has become aware or should have become aware of unforeseeable circumstances which justify a renegotiation of the agreement, they must report these facts in writing to the other Party within five (5) business days. Parties undertake to start the negotiations within ten (10) business days after dispatch of the written report, and to conduct them in good faith. In any case, the Party requesting the negotiations must inform the other Party about the concrete impact as soon as possible.

In the event of rejection or failure of the renegotiations within a reasonable period of time, the court can, at the request of one of the Parties, either adjust the Agreement to bring it into line with what the Parties would reasonably have agreed when the contract was concluded if they had taken the change of circumstances into account, or terminate the Agreement, in whole or in part, on a date which must not precede the change of circumstances, and on the terms to be decided by the court.

Article 16. Insurance

16.1 If the Principal has taken out 'All Construction Site Risks' insurance, he shall list the Service Provider as a co-insured under this policy.

16.2 The Principal undertakes to take out third-party civil liability insurance.

- o This civil liability insurance shall cover, in addition to the usual types of insurance, the liability of the Principal as incidental Principal of the Operating Personnel as defined in article 1384 of the Civil Code, as well as the entrusted good;
- o The coverage of this civil liability policy must be extended to include damage to third parties caused by all permanent or mobile construction site machines, hoisting apparatus and other materials/ Equipment, regardless of technical (hoisting) capacity/limitations, as well as damage caused to and by the entrusted (rented) good;
- o The 'work risk' and the 'driving risk' must have co-insurance coverage in the present policy.

Furthermore, the Principal undertakes to take out any and all necessary and useful insurance policies.

16.3 On simple request of the Service Provider, the Principal must present / submit a copy of the 'All Construction Site Risks' insurance policy, and present **insurance certificates** of the other policies, as well as proof of payment of the premiums. In the

event of modification, suspension, annulment or cancellation of the policy by the insurer, the Principal shall notify the Service Provider immediately and in writing, and shall, as the case may be, directly guarantee the Service Provider. All insurance policies shall be taken out with creditworthy and reliable companies.

Article 17. Nullity

Should one or several provisions of the present Service Conditions at any time be rendered void or be annulled, in whole or in part, the other provisions of these Service Conditions shall remain fully applicable. Parties shall then consult with each other in order to agree on new provisions replacing the void or annulled provisions, thereby observing as much as possible the aim and the purport of the original provisions.

Article 18. Confidentiality and Ban on Employee Poaching

18.1 Parties undertake, both during the performance and after the termination of the Agreement, regardless of the reason for termination, to keep strictly confidential and not to disclose the Confidential Information, and to use it solely in connection with the performance of the present agreement.

18.2 Parties and their employees, bodies, representatives or other agents involved with the Agreement can possibly have access to Confidential Information to the extent that access thereto is necessary in connection with the performance of the Agreement. These persons shall (a) be made aware in advance by the Parties of the privileged nature of the confidential information; (b) be made aware in advance by the Parties of the obligations and restrictions imposed by the provisions of this article. Parties shall impose the same obligations and restrictions on their employees, bodies, representatives or other agents dealing with the confidential information.

18.3 Parties acknowledge that the Confidential Information made available to one Party shall remain the property of the other Party providing the Confidential Information, even if such Confidential Information has been incorporated in documents or files which were drawn up/compiled by one Party, its employees, bodies, representatives or other agents involved with the performance of the Agreement, and said Party undertakes, on first request of the other Party, to return all confidential information that was provided to it, its employees, bodies, representatives or other agents involved with the performance of the agreement, and all files and documents, in which such confidential information has been incorporated, which were drawn up/compiled by one Party, its employees, bodies, representatives or other agents involved with the performance of the agreement, or to destroy such confidential information and files or documents as well as all copies.

18.4 The obligations set forth in this article shall not apply with regard to parts of the Confidential Information which, at the time of becoming known to one Party, had already entered the public domain, yet without this being the consequence of a violation of the provisions of the agreement or another obligation.

Nor shall the obligations set forth in this article apply if one Party, its employees, bodies, representatives or other agents involved with the performance of the agreement, pursuant to any law or pursuant to an administrative or court order, were required to disclose the confidential information or parts thereof. In this case, however, the Parties, shall, to the extent possible, consult prior to disclosing the information requested.

18.5 Additionally, the Principal undertakes, for the full duration of the agreement, as well as during a period of 12 (twelve) months following the end thereof, not to poach, directly or indirectly, personnel and/or designated employees from the Service Provider and/or another company in Belgium that is affiliated with the Service Provider.

In the event of infringement of the provisions of this article, the Service Provider shall be entitled to liquidated damages equal to: three times (3x) the gross annual remuneration of the person poached.

Article 19. Protection of Personal Data

19.1 The Service Provider undertakes to comply with the applicable legislation on data protection, more specifically the General Data Protection Regulation (hereafter referred to as "GDPR") 2016/679, and to ensure that his personnel and subcontractors abide by this legislation too.

19.2 The Service Provider **collects** and **processes** the **personal data** the Service Provider receives from the Principal with a view to the performance of the Agreement, customer management, accounting, any disputes and direct marketing activities.

19.3 The **legal bases** concern the Agreement and its performance, as well as compliance with legal and regulatory obligations and/or the legitimate interest.

19.4 The Service Provider has taken **appropriate measures** to safeguard the privacy and ensure the protection of the personal data. The Service Provider shall only transfer these personal data to processors, recipients and/or third parties insofar as this is necessary in connection with the aforementioned processing purposes.

19.5 The **Principal is responsible** for the accuracy of the personal data he provides to the Service Provider, guarantees to have a sufficient legal basis to transfer the personal data to the Service Provider, and undertakes to comply with the GDPR with regard to the data subjects whose personal data the Principal has transferred, as well as with respect to all possible personal data which the Principal might receive from the Service Provider and his staff.

19.6 The Principal undertakes to provide this information about the processing to the data subjects, thereby also making reference to the Data Protection Notice/Privacy Policy.

19.7 The Principal confirms that he was adequately informed about the processing of his personal data and about his rights of access, rectification, erasure and objection. For more information: ...

Article 20. Applicable Law and Competent Courts

20.1 The agreements entered into between Parties as well as all other undertakings of the Service Provider shall be governed exclusively by **Belgian law**, to the exclusion of the provisions of private international law or other rules which render the law of another jurisdiction (outside Belgium) applicable.

20.2 Any dispute relating, directly or indirectly, to the conclusion, the validity, the interpretation and/or the performance or termination of the Agreements shall be subject to the exclusive jurisdiction and competence of the **tribunals and courts of the judicial district of Antwerp, Antwerp division**.