

GENERAL TERMS AND CONDITIONS

General

1. Legal relationship

1.1 Only these general terms and conditions govern the contractual relationship between BECONA and the customer (abbreviated to "Contract"). The Contract is regarded as concluded as soon as an order form/quote has been signed or an order has been placed (by letter, fax, e-mail or even by telephone).
1.2 The customer's acceptance of the general terms and conditions implies that the customer has read, understood and accepted the general terms and conditions and the customer has been provided with sufficient information about them.

1.3 All agreements between BECONA and the customer will be subject to these general terms and conditions, to the exclusion of all others. Exemptions from these general terms and conditions are valid only if expressly confirmed in writing.
Any terms and conditions set by the customer will not apply under any circumstances, not even when the customer's order forms are used, not even on a supplementary basis.

2. Price quotations

2.1 Price quotations are based on the current rates for wages and materials. Should wages, materials or other costs undergo changes subsequent to the order, but before delivery BECONA will be entitled to adjust the prices on a pro rata basis. The customer will accept this adjustment, provided this does not involve a price increase of more than 10%.

2.2 The price quotation applies only to the contract mentioned in the quotation and not to any similar future contracts.

2.3 Composite price quotations do not require part of the order to be delivered against the corresponding part of the overall price.

2.4 Any goods or services not provided for in the price quotation but which have been delivered by BECONA will be regarded as additional work and charged at a cost-plus rate as current at that time.

2.5 Any taxes, levies of any kind and VAT are chargeable to the customer.

3. Collection of orders

3.1 If the customer is responsible for collecting the order, the Contract will be considered as dissolved by the customer automatically and by rights if it is not collected within 30 calendar days after the notification that the goods are available for collection. The customer is required to pay the compensation provided for in article 8.2.

4. Delivery/performance

4.1 BECONA undertakes to take the necessary care in performing the contracts assigned to the entity and is responsible only on a best efforts basis ('to the best of its ability').

4.2 The delivery and performance periods are for information purposes only and do not bind BECONA. Delays in delivery or performance may never constitute grounds for any penalty, compensation or dissolution of the Contract.

4.3 At each stage of the contract's performance, the customer will provide BECONA in good time with all the information that BECONA deems necessary and useful for the performance of the Contract. If this information is not provided to BECONA in good time, BECONA is entitled to suspend the performance of the contract and/or to invoice the customer for the additional costs caused by the delay.

4.4 Partial deliveries and/or performance are allowed. In such a case BECONA is entitled to invoice as the work progresses/flows.

4.5 BECONA is entitled to refrain from delivering the goods and/or services until all previous and already expired invoices have been paid in full.

5. Invoicing terms

5.1 All invoices are payable in cash at BECONA's registered office, unless expressly agreed otherwise.
5.2 Any invoice whose payment has not been settled or has not been settled in full by the due date will be subject to late payment interests by rights and without notice at the rate of interest referred to in the Law of 2 August 2002 to which 2% per year is added as from the due date. BECONA is also liable to pay fixed compensation of 10% of the invoice amount (with a minimum of €125.00 per invoice) by rights and without notice as a penalty payment, without prejudice to BECONA's right to prove and claim a higher level of compensation.

5.3 In the event of a failure to pay on the due date, all outstanding invoices will immediately become due and payable and BECONA will be entitled to suspend the Contract by rights and without prior notice in respect of all or part of the Contract that has not yet been performed. Failure to pay on the due date of the outstanding invoices will be considered as a manifest breach of contract, which, without any need to provide notice, entitles BECONA to regard the contract as dissolved with the costs being borne by the customer. Article 8.2 will then apply.

5.4 In order to be considered, objections to invoices should be lodged no later than eight (8) calendar days after the invoice date by registered letter. The date and the invoice number should be included in the registered letter, otherwise this letter will be considered non-existent.

6. Right of retention, Reservation of ownership, Risk, Intellectual property rights

6.1 In the event of a sale, BECONA will retain the ownership of the goods until after full payment of the principal sum and any interest due, compensation for damages.

6.2 In case of a failure to pay, BECONA will therefore be entitled to reclaim the goods. Should BECONA make use of this right of repossession, art. 8.2 will apply.

6.3 Any risks related to both delivered goods and goods intended for the customer (including loss, theft and destruction or damage) will be transferred to the customer as soon as they leave the workshops of BECONA or one of its suppliers, both if the transport is arranged by BECONA as well as by the customer, or as soon as the customer fails to comply with the agreed collection date. In the latter case, storage costs may also be charged.

6.4 The customer acknowledges and accepts that any intellectual property rights relating to BECONA's goods and services, designs, drawings, documentation and all other materials developed or used in the preparation or performance of the Contract, or resulting therefrom, are vested exclusively in BECONA

or its suppliers. The customer undertakes to refrain from any action that might prejudice this.

7. Cancellation

7.1 If the customer has confirmed the Contract but cancels it, the customer will be liable to pay fixed compensation amounting to 30% of the value of the order subject to a minimum of €500.00, without prejudice to the possibility for BECONA to prove and claim the need for a higher level of compensation.
7.2 Article 7.1 does not preclude the customer from paying for any deliveries or services completed (such as drawings, project discussions,...) in accordance with the applicable rates.

8. Dissolution

8.1 If there are any objective reasons to show that the customer's solvency and/or liquidity situation has been endangered (such as bankruptcy, Law on the continuity of enterprises, contested drafts, manifest insolvency, arrears with BECONA or third parties, the customer's obtaining a joint settlement of debts,...), BECONA will be entitled either to require the customer to make an advance payment or to provide a guarantee, or to dissolve the Contract by rights and without prior notice. Article 8.2 will then apply.
8.2 In the event of early termination by the customer, the customer will in any case be liable to pay damages estimated at a fixed rate equal to 30% of the value of the Contract subject to a minimum of €500.00, without prejudice to BECONA's right to prove and claim a higher level of damage. The customer is also required to reimburse the deliveries or services already completed.

9. Complaints

9.1. Any complaints have to be sent to BECONA by registered letter within 5 calendar days after the alleged error or negligence could reasonably have been discovered and in any case before any use, modification or repair, at the risk of forfeiting any claims.

9.2. Once the delivered goods and/or services have been used, BECONA is relieved of any liability in any case.

9.3. Any complaint or dispute will not constitute grounds for withholding payment. Immediate payment of future financial obligations may be demanded.

9.4. In the event that defects occur and are reported in good time, BECONA may choose to repair the defects within a reasonable period of time or to pay compensation for any such defects.

9.5. In order to be considered, any legal action must be brought by the customer before the competent court within six (6) months of its discover at the latest.

10. Liability

10.1 BECONA cannot be held liable for errors if the design has been accepted in advance by the customer. Deze goedkeuring is een automatisch gevolg van de totstandkoming van het Contract.

10.2 In case of an error, BECONA is only required to provide compensation in kind.

10.3 In the event that compensation in kind is not possible (within a reasonable period of time), the compensation for the claim may not exceed 50% of the relevant invoice value. If the customer considers being entitled to such compensation, the customer has to prove the defects and damage on an adversarial basis. The customer is not allowed to withhold or postpone the payment of outstanding invoices.

10.4 However, BECONA may not be held liable for consequential damage and/or any indirect damage, including loss of use and profit, loss of reputation or customers or damage to third parties.

11. Change of address – Transfer of rights

11.1 The customer should immediately inform BECONA of any change of address. Otherwise, all correspondence will be considered to have been received if it is addressed to the customer's address mentioned in the order form or contract letter or provided by telephone.

11.2 The customer cannot transfer to third parties the customer's rights and obligations towards BECONA without BECONA's prior written consent.

12. Force majeure

12.1 If as a result of force majeure, machine failure, strike, lock-out, bankruptcy, governmental intervention,... BECONA or one of its suppliers is not able to perform the contract, BECONA is entitled to terminate the contract or to suspend or shorten the contract performance process, without the customer being able to claim any compensation for this from BECONA.

13. Personal data protection

13.1 The parties undertake to comply with the applicable Belgian legislation on the protection and processing of personal data (including the Law on the protection of privacy in relation to processing personal data or the GDPR) and their respective obligations under this legislation. See also BECONA's data protection policy.

14. Final provisions

14.1 The Contract covers the entire agreement relating to its subject matter and replaces and invalidates any prior written or oral, express or implied communications, agreements and understandings between the parties.

14.2 If any of the Contract's provisions should be declared null and void or unenforceable by any court or other competent body, in whole or in part, the Contract will continue to apply to the remaining provisions and the remaining part of the said provisions. The parties agree that in such a case the invalid or unenforceable provision will be considered to have been replaced by a valid provision that is in accordance with the party's original intention.

14.3 Any failure by BECONA to require the performance of the Contract will not imply a waiver or renunciation of the need to apply this or any other provision.

14.4 In the event of a dispute concerning the conclusion, performance, compliance, validity or any other dispute within the framework of the contract, the Antwerp Business Court, Hasselt Division alone will be competent to deal with the dispute, unless otherwise conclusive provisions and Becona's right to take legal action in the court located in the customer's judicial district are applicable. These courts apply Belgian law only.

14.5 For promotional purposes, BECONA is entitled to refer to the working relationship with the customer as a reference.

Hire

15. Property

15.1 Hired goods remain BECONA's property.

16. Guidelines for use according to the prudent person principle

16.1 The customer must use hired goods according to the prudent person principle, i.e.:

- Use in accordance with the intended guidelines and not in an unlawful, illegal, fraudulent or harmful manner;
- Protected against overloading and damage;
- Use only original BECONA materials for assembly and usage purposes;
- All statutory or regulatory mandatory control measures should be applied without action being taken by BECONA in this respect.

17. Hire period

17.1 The hire period is an indivisible period of four (4) weeks, unless explicitly agreed otherwise in writing.

17.2 The hire period commences as soon as the hired goods leave BECONA, or are in the possession of the customer or the latter's representative, or in the possession of the transport operator who delivers the goods to the customer, or when the collection/delivery date originally agreed upon has elapsed.

17.3 The hire period will be tacitly extended, unless the customer notifies BECONA of the return of the hired goods at least one (1) week before the expiry of the current hire period. The extension will be subject to the same terms and conditions and for the same duration as the first hire period.

17.4 If the customer has notified BECONA of the return in good time, the hire period will end, depending on what has been agreed, on the day BECONA collects the goods or on the day they are handed over in BECONA's workshops, subject to the presentation of an acknowledgement of receipt in the latter case, signed by BECONA.

18. Collection and return of hired goods, transport costs

18.1 In the event that the hired goods are not collected on the agreed date or are not received, this will be considered as the customer's decision to terminate the Contract. Article 8.2 then applies.

18.2 If the hired goods are not returned at the scheduled time or are not properly prepared for collection purposes, the additional hire period will be charged to the customer.

18.3 All transport costs are invariably chargeable to the customer, also in the cases of 18.1 and 18.2 when a transport operation is involved.

18.4 The hiring party is responsible for ensuring that the latter or a representative is present at the agreed time and place to receive or recover the goods. Should the hiring party fail to comply with this, BECONA is entitled to recover the goods in any case, but subject to the application of article 18.1. Any additional costs incurred by BECONA as a result of non-compliance with this article will be charged to the customer subject to a minimum amount of €500.00, without prejudice to BECONA's right to obtain full compensation.

18.5 In the absence of the hiring party, BECONA will be entitled to leave the agreed number of hired goods in the agreed condition at the specified place of delivery.

18.6 When BECONA arrives to recover the hired goods, they must be ready, easily accessible, on the ground floor, and located no further than directly behind the entrance. Otherwise, BECONA will be entitled to refuse to collect the hired goods. This leads to the consequences as laid down in article 18.2.

19. Responsibility and liability

19.1 The customer is solely responsible and liable for the use of the hired goods during the hire period and will safeguard and fully indemnify BECONA for any possible claim, dispute, expense or liability of any kind, including fines and penalties charged to BECONA as a result of the customer's actions or failure to act.

19.2 During the entire hire period, including during round trip transport, the customer is liable for the loss, theft, damage and destruction of the hired goods or for the damage this may have caused to goods or persons, regardless of the reason, even if this is the result of unforeseeable circumstances or force majeure.

19.3 Any loss of the hired goods or a part or component of them, for whatever reason, including theft, damage, seizure or failure, has to be reported to BECONA in writing within twenty-four (24) hours. In the event of theft, the customer has to report this to the police and send a copy of the same to BECONA, at the latest within five (5) days after the theft. If the customer fails to report or provide proof of the theft, this will be considered a misappropriation of goods and will also have an insurance-related impact on the fire or theft provisions.

19.4 BECONA delivers the goods in perfect condition. Should the customer take delivery of the hired goods without making any comments, the customer is deemed to have acknowledged this perfect condition and the quantities delivered, as specified on the delivery note. The customer is responsible for the appropriate maintenance of the hired goods.

19.5 The hired goods must be returned after the expiry of the hire period or in the event of a legally valid dissolution at the expense of the customer, in their entirety, functioning properly, in good condition and free of damage (except for the usual wear and tear).

19.6 If the hired goods are not returned in accordance with article 19.5, the difference between the actual condition and the contractually agreed condition will be charged according to the applicable expense and the customer will be required to pay the amount to BECONA immediately. For example, cleaning costs will be charged as an additional expense if the goods are returned soiled and, in the event of loss or worthlessness, the goods will be revalued at the rates that are applicable at the time of the replacement.

19.7 If damage or loss is established at the time of delivery without the customer being present during the count and inspection proceedings, BECONA will have a period of twenty-eight (28) days from the time of delivery (Saturdays, Sundays and public holidays not included) in which to announce its findings about any damage,.... The customer then has a period of 8

days to comment on BECONA's findings. In the absence of any written comments, the customer will be deemed to have accepted BECONA's findings.

20. Deposit

20.1 If BECONA requires a deposit, this may never be considered as an advance on the hiring fee and will be returned to the customer only after it has been established that the customer has fulfilled all the latter's obligations. This customer is not entitled to any interest owing to this deposit.

21. Miscellaneous

21.1 The goods may not be hired to third parties and nor may they be relinquished in any way.

21.2 When repairs as a result of normal wear and tear become necessary, the hiring party must immediately notify BECONA. BECONA will perform the work itself or have the work carried out by others at its own expense, without any charge to the hiring party. However, the hiring party is not entitled to compensation on the grounds of any interruption in the use of the hired property and is not entitled to dissolve the hiring agreement.

Consumers

22. Consumer-related provisions

If the customer is a consumer, then, contrary to the foregoing, the following provisions will apply:

22.1 Art. 2.1 is not applicable.

22.2 Art. 4.2 is not applicable.

22.3 The following provision is added to art. 4.3: Indien BECONA nalaat haar verbinbeiten uit te voeren, is de klant ook toegelaten de uitvoering van zijn verbinningen op te schorten.

22.4 Any invoice, whose amount has not been paid or has not been paid in full on the due date, will by rights and without notice be subject to fixed compensation for non-payment on the due date or in case of late payment of invoices a sum amounting to 10% of the invoice value (subject to a minimum of €125.00 as a penalty payment), without prejudice to the possibility for BECONA to prove and claim a higher level of compensation. In the event of non-payment, late payment interest of 12% will also be due by rights and without any notice. If BECONA fails to perform its obligations, the customer will also be entitled to the same late payment interest, as well as a penalty payment.

22.5 Art. 5.3 is replaced by this provision: In the event of non-payment on the due date, BECONA will be entitled to suspend the Contract, subject to prior notice, in respect of all or part of the Contract that has not yet been performed. If BECONA fails to perform its obligations, the customer will also be entitled to suspend the performance of the customer's obligations.

22.6 The period in article 5(4) is replaced by thirty (30) calendar days (instead of eight).

22.7 The following provision is added to art. 7.1: If BECONA should cancel the Contract (before the performance has started), it will be liable to pay the customer compensation in accordance with article 7.1.

22.8 Art. 8.1 is not applicable.

22.9 The following provision is added to art. 8.2: In case of dissolution by the client, based on Article 1184 of the Civil Code, BECONA is at least obliged to pay the same compensation.

22.10 The period in article 9(1) is replaced by thirty (30) calendar days (instead of five (5)).

22.11 Art. 9.3 is not applicable, see art. 22.4. In the event of suspension of payment, only the part relating to the complaint/dispute may be withheld.

22.12 If, in accordance with Article 9.4, the repair is not possible or not possible within a reasonable period of time, the consumer will invariably be entitled to an appropriate price reduction or dissolution of the Contract in accordance with Article 1649d of the Civil Code.

22.13 Art. 9.5 will be replaced by this provision: in the event of a dispute concerning the conclusion, performance, compliance, validity or any other dispute within the framework of the Contract, only the courts in the place of residence of the defendant, or the courts in the place where the obligation which is the subject of the dispute arose or where it is being, has been, or is to be, carried out, or the courts in the place where the process server spoke to the defendant, will have jurisdiction (articles 624, 1°, 2° and 4° of the Legal Code). These courts apply Belgian law only.