

## Cibor NV Terms & Conditions

### A. General

1. "Client": the natural or legal person for whose benefit, on the basis of the following conditions, work is performed by CIBOR NV - Ambachtsstraat 7 - 2450 Meerhout - company number: BE 0451.884.594.

2. Unless otherwise agreed in writing, all quotations and all performance are subject to these general terms and conditions, to the exclusion of all other general or special terms and conditions, as well as the Client's purchasing conditions. The Client declares to know and accept these present general terms and conditions. Nullity of one or more provisions does not invalidate the entire agreement. The parties undertake to negotiate in good faith to replace the void provision(s) with valid provisions as close as possible to the void ones.

3. For CIBOR NV, the application of current conditions is an absolute condition for acceptance of assignment; in the absence of their acceptance and application, CIBOR NV would not have entered into a contract and carried out any works.

4. CIBOR NV takes your privacy seriously. CIBOR NV processes the personal data obtained in accordance with the principles relating to the processing of personal data and the obligations imposed by the European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, or "General Data Protection Regulation" ("GDPR").

### B. Quotations

5. Orders shall only be placed in writing, via e-mail or other agreed platform, or by signing an order form or quotation. They are valid for one month from the date indicated on them, unless a different period is expressly provided for. Offers, prices and other elements mentioned in leaflets or publications are also non-binding. By placing the order, the Client accepts these general terms and conditions to the exclusion of all other terms and conditions with which CIBOR NV has not previously agreed in writing.

### C. Prices

6. All taxes, charges of any kind and V.A.T. shall be borne by the Client.

7. Change of circumstances (article 5.74 of the Dutch Civil Code): The parties accept that an increase in wages and fuel prices, comparing the wages and fuel prices on the foreseen delivery date with the wages and fuel prices on the date of CIBOR NV's quotation or offer, shall give rise to the application of article 5.74 of the Dutch Civil Code. CIBOR NV will always give prior written notice of such application to the Client. When the market-based wage burden of technicians in the sector increases, irrespective of wage scales, the aforementioned hourly rates will be increased accordingly.

8. The invoices of CIBOR NV are payable at Meerhout within 30 calendar days from the invoice date at the registered office of CIBOR NV, unless otherwise agreed in writing.

9. Protests against the prepared invoices/payment requests are only admissible if made by registered letter within five working days (Saturday is not a working day) after the invoice date. The date and invoice number should be mentioned in the registered letter, otherwise it will be considered non-existent.

The filing of a protest does not suspend the Client's obligation to pay. Offsetting invoices with claimed damages is excluded.

10. Any amount not paid on time shall, ipso jure and without notice of default, bear interest in favor of CIBOR NV at the rate determined in accordance with the Act of 2 August 2002 on late payment in commercial matters.

11. Any amount not paid on time shall be increased ipso jure and without notice of default by a lump-sum compensation of 10% in favor of the party to whom the payment was due, without prejudice to the right of that party to claim higher compensation subject to proof of higher damage actually suffered.

12. Any late payment, regardless of whether it relates to the same or another contract, entitles CIBOR NV to suspend further performance until all overdue payments are settled.

### D. Provision of services

13. CIBOR NV's service consists in the application of a number of specialized techniques that can demonstrate the presence or absence, cause and location of leaks in certain circumstances.

14. For interventions through the measurement and research instruments it uses, CIBOR NV guarantees the accuracy of the measurement or observation result. CIBOR NV cannot guarantee a final result due to the complexity of a situation and potentially unknown factors

15. If the result of the intervention by CIBOR NV turns out to be incorrect, the Client is obliged to contact CIBOR NV again and give it the opportunity to perform the intervention again in identical circumstances

### E. Delivery and execution times - Force majeure

16. Delivery and execution times are always given as an indication only. They can only give rise to termination and/or damages if these rights have been expressly agreed in writing.

17. Force majeure relieves the party falling victim of its obligations. The following situations are considered force majeure: interruptions in supply of materials, general or partial strikes, riots, lockout, disturbances, accidents, breakdown of machinery, fire, scarcity of means of transport and/or raw materials, lack of motive power, contagious diseases, epidemics and pandemics, weather conditions such as frost and exceptional rainy period floods, major drought, a generally known shortage of skilled labour, and in general any cause that is not attributable to the party that suffers it and that may result in a suspension in normal operations or deliveries.

### F. Cancellation

18. In the absence of a written cancellation by the client within 24 hours before the start of the planned intervention, CIBOR NV reserves the right to still charge for the foreseen services in accordance with the price agreement made or offer approved. This given that no other assignment could be carried out.

#### **G. Liability - indemnification**

19. The liability of CIBOR NV for all errors and omissions, including gross negligence and intentional acts or omissions of agents also included, is limited, both for all direct and indirect, material (including inter alia consequential damage) and for all direct and indirect human damage, to the coverage of the insurance policies taken out by CIBOR NV. The insurance certificate will be provided to the Client upon simple written request. The Client expressly waives any recourse against CIBOR NV for amounts exceeding the coverage of CIBOR NV's policies. This clause has been taken into account when setting the price; if the Client wishes a higher cover, it can be taken out on payment of its cost and subject to the agreement of CIBOR's insurer.

20. CIBOR NV shall not be liable for damages to third parties and shall not be obliged to indemnify the Client against any damages. This clause was taken into account when setting the price.

#### **H. Conflict resolution**

21. Only Belgian law applies, with the exception of the Convention on the International Sale of Goods and excluding those provisions, pursuant to which another legal system would be applicable. Only the Courts of Antwerp, Turnhout division have jurisdiction. Where the challenge or dispute falls within the jurisdiction of the peace court, the peace court of the canton of Geel shall have exclusive jurisdiction.