

Terms & Conditions of CIBOR BETONBORINGEN NV

A. General

1. "Client": the natural or legal person for whose benefit, on the basis of the following conditions, work is performed by CIBOR BETONBORINGEN NV - Ambachtsstraat 7 - 2450 Meerhout – company number: BE 0478.152.590.

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

4. CIBOR BETONBORINGEN NV takes your privacy seriously. CIBOR BETONBORINGEN 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 BETONBORINGEN NV has not previously agreed in writing.

6. Quotations are made on the basis of the data provided by the Client and are exclusive of VAT. Any change in that data as determined at the worksite, for example, may result in a price adjustment. If the work performed as recorded in the work order differs from the quotation, CIBOR BETONBORINGEN NV reserves the right to deviate from the quotation.

C. Prices

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

8. 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 BETONBORINGEN NV's quotation or offer, shall give rise to the application of article 5.74 of the Dutch Civil Code. CIBOR BETONBORINGEN 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.

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

10. 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.

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

12. 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.

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

D. Included in the price

14. Transport costs, working hours and normal wear and tear on tools necessary to perform the work during normal working hours are included in the quotation price. Normal working hours are between 8 am and 4.30 pm. Outside normal working hours and on days other than working days (Saturday, Sunday and official Belgian holidays are not working days), a supplement will be charged as referred to in the quotation.

15. Drilling or cutting rebar with a diameter of 16mm is included in the price. Larger sections of rebar or metal may trigger price adjustment.

16. All our prices are calculated on the basis of execution of works on building sites in the structural phase. Work at a different stage of completion may give rise to price adjustment.

17. If our personnel cannot commence work on the agreed day or hour at the worksite, for reasons independent of our will, CIBOR BETONBORINGEN NV shall be entitled to compensation calculated as follows: per worker per day started (a day is equivalent to eight hours), at the hourly rate for Foreman B (category IV) in force at that time, determined by the Joint Committee for the Construction Industry (PC 124) at a flat rate increased by 10% + mileage allowance depending on the location of the work site and according to the rate for domestic business trips, determined by the Flemish government. This compensation covers foreseeable damages, given that no other assignment can be carried out.

E. Not included in the price

18. Water-resistant marking of drill openings and anchors is not included in the price. The Client guarantees accurate markings of drilling/sawing locations. This marking must be made before our staff arrive on site. Failing this, waiting hours will be charged. Marking will always be done on the side of the wall where work is being done.

19. Are also not included in the price unless expressly agreed otherwise: the supply and installation of scaffolding, aerial platforms and other.

20. Is also not included in the price, unless expressly agreed otherwise: the collection of cooling water, sludge and other waste materials to be disposed of and the clean-up in the broad sense of the word of the places where work is carried out.

21. The quotation will include notification of the hourly rate in directing. This directional hourly rate will be charged for, among other things, obtaining work permits, fulfilling formalities on site access and others.

F. Provided on site by the Client

22. Unless otherwise agreed in writing, the Client will always provide running water, compressed air and electricity 220V mono and/or 380V 3ph at a maximum distance of 50 meters from the workplace.

23. The Client is always responsible for determining the exact location of cables and pipes of utilities that may be located in the walls or floors in which work is being carried out. CIBOR BETONBORINGEN NV cannot be held liable for any drilling through cables and pipes.

24. The site of the works must always be accessible, hygienic, cleared and free of obstacles and also equipped with the necessary signs and safety devices - failing which CIBOR BETONBORINGEN NV reserves the right to postpone the works. In this case, waiting hours or compensation will be charged.

G. Delivery and execution times - Force majeure

25. 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.

26. 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 labor, 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.

H. Cancellation

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

I. Liability - indemnification

28. The liability of CIBOR BETONBORINGEN 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 BETONBORINGEN NV, which are available for inspection at the company's registered office on first request. The Client expressly waives any recourse against CIBOR BETONBORINGEN NV for amounts exceeding the coverage of CIBOR BETONBORINGEN 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 BETONBORINGEN NV's insurer.

29. Water damage caused by cooling water, damage caused by falling cores, punctured pipes or cabling, destroyed reinforcement, etc. is always at the expense of the Client, who is responsible for taking the necessary precautions.

30. The Client alone bears any responsibility regarding the stability and strength of the structure as well as the implantation of the works to be carried out.

31. CIBOR BETONBORINGEN NV shall not be liable for damages to third parties and shall not be obliged to indemnify the Client against any damages. The Client shall indemnify CIBOR BETONBORINGEN NV against any possible claim made by third parties against CIBOR BETONBORINGEN NV as a result of damage suffered by third parties caused by the Client. This clause was taken into account when setting the price.

J. Conflict resolution

32. 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.