

GENERAL DELIVERY AND BUILDING TERMS AND CONDITIONS

1. General provisions

1.1. Parties:

- i. the company Mathieu Gijbels NV, , Industrieweg-Noord 1161, 3660 OUDSBERGEN, BTW 0413.753.894, hereafter referred to as the "contractor";
- ii. the client, hereinafter referred to as the "principal" or the "client".

1.2. These general terms and conditions form part of the contract concluded between the parties and bind them on every point for which no express written derogation has been provided. Any different conditions on order forms, invoices, etc., irrespective of whether they originate from the contractor or the principal, only bind the parties if the other party has provided clear prior written consent.

2. Quotes and acceptance.

2.1. The contractor's quotes are valid for 1 month. Price quotes are prepared on the basis of the data provided by the client and the documents mentioned in the quote.

2.2. Changes to the quote or building contract are only accepted after written agreement by the contractor. The resulting additional costs and other expenses will then be borne by the principal.

2.3. The principal and/or its architect shall expressly provide the contractor in writing with all requirements, conditions, and regulations applicable to the principal and its activities (operations) that may affect the construction and the requirements to be met.

2.4. In respect of the principal, contracts are valid only upon express acceptance by an authorised body of the contractor's company. Written or verbal undertakings by the contractor's representatives or personnel, even if on the contractor's official letterheads or documents, are also only valid after confirmation by an authorised corporate body of the contractor and/or upon commencement of the work. The above can only be invoked by the contractor. In respect of the contractor, the signing of any contract and/or order by the principal and/or on the principal's behalf shall constitute a definitive commitment.

2.5. If the agreement is unilaterally terminated or broken by the principal, it will owe the contractor a lump-sum indemnity of 15% of the building contract. To the extent that the contractor provides evidence of higher damages, the higher amount will be due. To the extent that the principal cancels parts of the contract, the same rule applies.

2.6. By signing the contract, the principal irrevocably confirms that it has the necessary permits and authorisations to execute the construction works ordered.

The principal shall provide full indemnity and compensation to the contractor for all costs, fines, and damages if the necessary permits and authorisations have not been obtained. A copy of the government's final approved documents must be submitted to the contractor in a timely manner.

2.7. The contractor reserves the right to check the solvency of the principal. Without prejudice to the provisions of art. 27(5) of the Belgian Mortgage Act, the principal must, at the first request of the contractor, submit sufficient securities that constitute proof of payment of the financial obligations arising from the agreement between the parties. If the principal fails to provide such securities, the contractor is entitled not to commence the works or to suspend the works without the principal being entitled to claim any form of compensation, of any kind.

2.8. Drawings, designs, studies, and all other documents (quotes, price estimates, etc.) prepared by the contractor or in cooperation with the contractor are the intellectual property of the contractor and always considered confidential information. They must not be copied, forwarded, or used in any way without the written agreement of the contractor, under penalty of damages, estimated at 15% of the total of the quote.

3. Terms

3.1. The execution period and/or end date specified in quotes and contracts is approximate and informative. Delays do not entitle the principal to any compensation or late-payment interest, regardless of the cause of the delay, except in cases of gross negligence or intent on the part of the contractor.

If a compensation or a penalty for delay is explicitly determined between the parties, the total will never exceed 5% of the contract sum (excl. VAT).

3.2. Any specified execution period only starts from the day the contractor is effectively in possession of the signed contract, as well as any advance payment requested, the building permit, and all other necessary information the principal must provide to enable the contractor to execute the contract. These conditions are cumulative.

3.3. If additional work has to be executed, an extension of the term will be granted equal to the time needed for the preparation and execution of the additional work (making adjustments, additional studies, adapting drawings, etc.).

4. Execution

4.1. The contract, plans, and specifications form a single whole. If any contradictions arise, then in principle the contract takes precedence over the plans, and the plans take precedence over the specifications. If there is any ambiguity between these documents, the document amended most recently prevails.

4.2. If the principal is not the owner of the land to be built on, then by signing the agreement the principal is deemed to have obtained the owner's consent, and the works will be executed at the principal's sole risk.

4.3. The principal has a legal and contractual duty to monitor the execution of the works, or have this execution monitored. Any deficiency detected must be reported promptly and clearly to enable timely intervention. In case of negligence, the consequences of this expressly agreed commitment shall be borne by the principal.

4.4. The principal is bound by the information provided by persons, including the architect, acting on the principal's behalf during the execution phase. Any additional and/or amended assignments thus issued shall irrevocably bind the principal.

4.5. The products delivered and/or processed by the contractor may show the usual tolerances in terms of size, weight, appearance, and the like.

4.6. The contractor has the right to supply materials sourced from third parties to the construction sites, even of a different brand or type than specified in the quote and/or contract, provided that a comparable quality is offered. If necessary, the contractor will inform the principal in advance.

4.7. The construction site must be fully accessible and passable from the public road to all areas of the work by trucks, assembly cranes, and the like, and free from constructions and obstacles. The associated costs are taken into account. If the contractor's personnel are asked to provide additional services, these services shall be charged to the principal.

5. Installation

5.1. For the foundation of the construction, it is always assumed that the soil at a maximum depth of 1 m, measured from the 0.00 level of the new building, has a bearing capacity of at least 1.5 kg/cm² or 15 N/cm², unless the principal has provided more precise information in this regard. If it is subsequently found during execution that the soil does not have the assumed resistance, the additional foundation costs will be borne by the principal. If soil testing is required, this will always be carried out at the risk and expense of the principal.

5.2. The construction site is assumed to be free of all aboveground and underground obstacles, trees, bushes, old foundations, rocks, sewers, etc. that could interfere with the works. Additional work or damage arising from this will be settled separately, if necessary.

5.3. Before the start of the works, the principal must inform the contractor about the existence and location of underground pipes of any kind on or in the vicinity of the construction site. If the principal fails to do so, any consequent damage caused must be borne by the principal, who must also indemnify the contractor for any damage to third parties.

5.4. If the level of the water surface does not allow the underground and/or foundation works to be carried out in dry conditions, the cost of any well-point drainage shall be borne by the principal and is additionally payable, unless already included in the quote.

5.5. Excess earth resulting from excavations will be left on site. Levelling work inside and outside the building will only be executed by the contractor if expressly specified in the special conditions. Insofar as the intervention of a control or inspection body is required or desired with regard to earth-moving, soil contamination, etc., all costs and risks for control, investigation, and any decontamination shall always be borne by the principal, including the measures and associated costs resulting from the regulations on soil decontamination and earth-moving.

5.6. Costs associated with demolition and disposal of hazardous and/or high-risk materials (asbestos, etc.) are always borne by the principal unless explicitly provided for in the quote.

6. Prices

6.1. Prices are net, and not subject to any discount. All taxes, duties, and the like shall be borne by the principal. This also applies to guarantees and/or third-party costs. The principal will also bear the costs and duties related to the use and/or occupation of public space. These costs and duties are therefore not provided for in the contractor's prices, except when specified by express derogation.

6.2. The principal must also supply any water and electricity required, in sufficient quantity and without entitlement to compensation, up to the plot boundaries.

6.3. The contractually stated prices will be revised in the course of execution and in accordance with that stipulated in the special conditions, according to the formula:

$$p = P \left(a \frac{s}{S} + b \frac{i-2021}{I-2021} + c \right)$$

The terms have the following meanings:

- p = new price (date of invoicing)
- P = quote price (date of quote)
- a = the share of wages and social charges (0.40 here)
- b = the share of materials, raw materials, and products to be used or installed (0.40 here)
- c = the percentage of general costs and profit (0.20 here)
- s = wages and social charges valid at the time of execution of the work; from the first day of the month in which a change occurred
- S = wages and social charges valid at the time of quotation; from the first day of the month in which a change occurred
- i-2021 and I-2021 = the monthly index calculated based on the annual consumption of the main materials, raw materials, and products by the construction company in the domestic market.

The indices are those as published by the relevant departments.

If the price evolution of certain raw materials is of an exceptional and unpredictable nature due to unforeseen and unpredictable market conditions (outside the contractor's control), and the contractor can objectively demonstrate that this exceptional price evolution cannot be covered by the above price revision formula, then the contractor reserves the right to use objective price indicators to adjust the price for those parts of the quote subject to this exceptional price evolution.

6.4. If the intervention of a control or inspection body is provided for by the regulations and/or the concluded agreement, all related or resulting costs, effects on terms, etc. shall be borne by the principal. The controls must be executed by an approved body accepted by both parties and known before the contract is signed.

6.5. If the execution of the construction site is delayed due to circumstances beyond the contractor's control, the contractor shall be entitled to pass on any additional cost in full to the principal. This is without prejudice to the provisions of art. 6.1.

7. Payment

7.1. All the contractor's invoices are payable at the contractor's registered office. In the event of non-payment by the due date, interest shall be payable automatically and without notice of default in accordance with the interest rate stipulated in the Belgian Late Payment in Commercial Transactions Act of 2 August 2002. By way of fixed compensation, the invoice amount will be increased by 10% with a minimum of 250 euros per invoice. This 10% increase is accepted by the client in application of art. 1229 of the Belgian Civil Code as compensation for the increased collection costs due to the intervention of third parties. At the same time, all claims against the principal become immediately due and payable.

7.2. Failure to comply with the terms of payment entitles the contractor to suspend all deliveries and works at the risk of the principal, and to have equipment and materials present at or brought to the construction site removed from the site. The principal cannot claim any compensation in case of suspension due to non-payment.

In case of a change to the legal status of the principal, death, incapacity, bankruptcy, dissolution or change of form, or signs of possible insolvency of the principal (seizure, request under the Belgian Business Continuity Act (WCO), tax or social debts, etc.), the contractor reserves the right to terminate the contract or demand additional guarantees.

7.3. If progress reports are used, the principal has 5 days to submit comments in writing, otherwise the principal is deemed to have accepted the report and the invoice will be drawn up accordingly.

7.4. The contractor remains the owner of the materials it has delivered and installed, even when incorporated in the building, until the principal has paid the contractor the full

contract sum, including any default interest, damages, duties, and other associated charges.

This article is considered by the parties as an express clause of retention of title in application of art. 69 et seq. of the Belgian Pledge Act.

8. Acceptance of works and warranty conditions

8.1. The works shall be accepted in one of the ways specified below at the time of their completion, notwithstanding minor imperfections, which can be remedied during the guarantee period.

8.2. a) If the works are accepted at a date and time to be determined by the contractor about one week in advance, a report of provisional acceptance will be drawn up in the presence of the contractor and the principal, who will both sign the report.

8.3. The report shall record the changes to contracted work agreed between the parties, as well as any defects, reservations, or refusal of the works.

8.4. Provisional acceptance implies acceptance of the works by the principal and excludes further recourse for visible defects. If the principal is not present on the day as stipulated above for provisional acceptance, it shall be deemed to have accepted the work without comment.

8.5. b) If the principal proceeds to use the structure in any way, without first drawing up a report of acceptance, this shall also constitute acceptance of the works.

8.6. The day of provisional acceptance is the starting date of the contractor's contractual and legal warranties regarding the constructions it has erected.

This applies to both the ten-year liability (as defined in art. 1792 and 2270 of the Belgian Civil Code) and minor hidden defects. A 12-month warranty and guarantee period applies to minor hidden defects. Minor hidden defects are considered those defects not covered by the scope of art. 1792 and 2270 of the Belgian Civil Code.

8.7. After the expiry of the warranty period for minor hidden defects, the contractor and/or principal are free to request final acceptance. A new report may be drawn up in the presence of the principal and the contractor and signed by both parties. If no such report is drawn up at the end of the warranty period, final acceptance is deemed to be tacit. The principal undertakes to release all guarantees within 14 days of final acceptance.

8.8. To the extent that the contractor is required to and/or wishes to execute repairs during any warranty period, then these will be limited to the work executed by the contractor. The above cannot give rise to any compensation for the principal.

In the event of construction defects, only the construction values (= unit prices x quantity) of the materials directly affected and installed by the contractor can be settled, to the

exclusion of all other damage, such as the contents, consequential damage and the like.

8.9. The contractor cannot be held responsible or liable if the processed elements are not used for the purposes for which they were designed, and for which the contractor was previously informed or which the contractor could infer from the existing information.

8.10. The principal remains responsible for damage caused to third parties as a result of the works executed by the contractor and its subcontractors under art. 544 of the Belgian Civil Code.

8.11. The contractor's contractual and common law liability is at all times limited to the conditions and limits stated in its liability insurance, except in case of fraud or intent.

9. Insurance policies

9.1. Unless otherwise stated in the quote, the principal must, prior to the commencement of the works of the contractor or its subcontractors, take out a CAR insurance covering all damages to the construction works to be erected and materials to be processed by the contractor and its subcontractors. This insurance must cover: vandalism, theft, the impact of natural elements, flooding, storm, frost, fire, hail, etc.; the client waives the possibility of recourse against the contractor by its insurer in the event of any pay-out following a claim.

9.2. The principal must take out comprehensive fire insurance for the existing buildings, covering water damage, storm damage, and the like, starting from the date of commencement of the works. The principal/owner also undertakes to include a waiver of recourse against the contractor(s) in the insurance policy of the existing buildings and the movable property stored there for the entire duration of the works.

10. Force majeure and unforeseen circumstances

10.1. The prices, terms, and any other conditions provided by the contractor are valid only insofar as the information provided by the principal is correct and complete, and the execution of the works can take place under normal conditions, meaning in terms of work site, equipment and materials, foundations, weather, employment, and the like.

10.2. Any event or circumstance which arises but which was not foreseeable at the time of signing the agreement is considered force majeure, unless it was caused by the contractor's intent or gross negligence. This includes delays caused by bad weather, strikes, suspension of building permits, environmental and contamination measures that have to be taken, default on the part of the principal, disputes with government bodies and/or neighbours, changes to the construction, interventions by inspection and control bodies, general or partial strikes at the contractor, its subcontractor or its suppliers, lockouts, riots, disturbances, accidents, breakdown of machinery, crane failure, scarcity of means of transport or raw materials, infectious diseases, fires, frost, exceptional or prolonged rainstorms, floods, severe drought, etc.

Such an event or circumstance automatically entails that the schedule will be changed, and the pricing may have to be adjusted. Such changes will be communicated by the contractor to the principal without delay.

The contractor, in consultation with the principal, will take all reasonable measures to limit the impact of such events or circumstances.

If the unforeseen circumstance or event makes it impossible for the contractor to fulfil its contractual obligations, the contractor is entitled to terminate the agreement without being liable for compensation or possible indemnification to the principal.

11. Construction site notification and presence registration

11.1. The contractor informs the principal that the first contractor who executes works in immovable state on a construction site is responsible for reporting the construction site to the Belgian National Office of Social Security (NOSS). If the contractor is the first to execute work, it will take this initiative. Otherwise, the principal will take the necessary initiatives and, if necessary, provide the contractor with confirmation of the construction site notification, so that the contractor can ensure compliance.

The contractor is responsible for registering the presence of its own personnel and its subcontractors' personnel at the construction sites.

If the principal and/or other contractors execute works in immovable property on the principal's behalf, the principal is responsible for registering the presence of such persons. At the request of the principal, the contractor will provide the necessary information, so that the principal can fulfil its obligations in this regard.

12. Joint and several liability

If several persons and/or legal entities act simultaneously as principal, they shall be jointly and severally liable for all obligations arising from this agreement.

13. Complaints and powers

For all disputes concerning the execution of this agreement, the courts of the judicial district of Limburg (Belgium), Tongeren division shall have exclusive jurisdiction. Belgian law applies exclusively to this agreement.

14. Privacy and GDPR

14.1. The contractor collects, processes, and possibly supplements the identity and contact data it receives from the client, and which relates to the client, its personnel, employees, appointees, and other useful contacts.

The purposes for this processing are the execution of this agreement, customer management, accounting, and direct marketing activities such as sending promotional or commercial information.

The legal grounds are the execution of the agreement, the fulfilment of legal and regulatory obligations (such as, for

example, the 30bis works declaration), and/or the legitimate interest of the contractor.

The client also gives its explicit and free consent to the contractor to optionally use its personal data for direct marketing e-mails (such as a newsletter or invitations to events).

14.2. The controller is the contractor (the company Mathieu Gijbels nv), with registered office at Industrieweg Noord 1161, 3660 Oudsbergen, Belgium, and with company number 0473.753.894.

14.3. The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation, and will only be transferred to processors, recipients and/or third parties to the extent necessary in the context of the aforementioned processing purposes.

The client is responsible for ensuring the personal data it provides to the contractor is accurate and up-to-date and undertakes to strictly comply with the provisions of the General Data Protection Regulation with regard to the persons whose personal data it shares with the contractor, as well as with regard to all possible personal data it might receive from the contractor and its personnel, employees, and appointees.

14.4. The client confirms that it has been adequately informed about the processing of its personal data and about its rights of access, rectification, erasure, and objection.