

## TERMS AND CONDITIONS WARSCO UNITS

1. These general conditions apply to all offers, assignments and agreements we make and to the performance thereof. Different conditions and agreements are valid only if expressly accepted by us in writing. We do not accept general terms and conditions appearing on the customer's documents. In the event that we do accept the customer's general terms and conditions, these General Contractual Conditions apply as supplementary conditions. Orders accepted by our representatives are binding only upon signature of the order confirmation by the managing director of WARSCO UNITS NV.

1. Prices indicated in our order form or quote are given in euros and are exclusive of VAT, which is always to be paid by the client. We are bound by quotes only after written agreement from the customer. If the customer does not sign the quote within 30 days from the date it was sent, the quote will expire. Prices cannot be considered absolute fixed amounts; they are based on the wage costs and the costs of goods/items that apply at that time. If these change, we reserve the right to pass on the cost of the changes. If the customer does not agree to the change in prices, the order form or quote will expire, and the customer will not be entitled to claim damages. For composite prices, there is no obligation to supply part of the order in return for a corresponding share of the total price. If the implementation plans change and/or incorrect information is provided and the quote is based on that information, we have the right to amend our prices to fit the requested work. If the customer wishes to have an invoice sent in accordance with details other than those provided in the order form or quote, an administrative fee of 50 euros will be charged.

2. The fact of supplying us with production elements (raw materials, models, drawings, implementation plans, copies and/or digital files, etc.) and requesting us to supply a proof or a draft, without an explicit reservation, constitutes a commitment to entrust the performance of the work to us and/or to compensate us for the expenses incurred. No written order is required for updates or additional work during the project that prove necessary to achieve proper performance. Unless the customer lodges an objection to the change implemented by us, by registered letter within two days after the start of such implementation or in any event before the end of the implementation, the work will be deemed to have been verbally ordered.

3. In the event of the partial cancellation of work or any instruction by the customer to not perform certain aspects of the work, fixed and irreducible compensation of 30% will automatically be payable on the cancelled portion of the work, on top of the fees for the work performed and the materials delivered or processed.

4. Goods will be transported at the hazard, cost and risk of the customer unless shipped carriage paid. The customer is responsible for the accuracy of the site address. The customer must ensure that the goods can immediately be delivered to the site on arrival and can be safely stored or installed, taking account of the dimensions of the lorries, the goods to be delivered and the ground surface. Before every delivery, the customer will inform us of the safety requirements that apply at the delivery location to the reception of external companies (prevention plan, safety protocol, instructions). The customer is obliged to check the condition of the goods upon arrival and is responsible for any claim against the transporters. The site must be made accessible by the customer to enable normal performance of the work in a safe manner. The customer will be charged for unnecessary transport costs and excessive waiting times (more than 15 minutes). The client shall inform Warsco Units of the presence of below-ground installations & pipes and shall defend, indemnify and hold Warsco Units harmless for all and any damage to below-ground installations &

pipes. If goods are not collected by the customer or we cannot deliver them at the agreed time, storage costs will be charged. In such a situation, the invoice will be immediately payable.

5. Before the delivery, the customer must complete all administrative formalities required for installation of the materials at the site. Under no circumstances will we be responsible if there are any problems or delays in obtaining administrative permits and documents.

6. Our materials are guaranteed for six months from the delivery date. If materials are not supplied or recommended by us, we bear no liability in relation to the quality or selection of these materials. Any defects, including performance defects, resulting from the selection of or requirement to use an incorrect, unsuitable or inferior material, will be at the expense of the customer. The same applies to any design flaws if the plans and drawings were not drafted by us, or if they were drafted in accordance with the specific wishes of the customer. If assembly is performed by the customer or third parties, installation errors are considered to have been caused by that assembly, unless there is evidence to the contrary. The customer indemnifies us for third-party claims based on damage caused by the work not due to any mistake on our part.

7. Complaints about hidden defects must reach us within eight days and be sent by registered post. If not, they will not be accepted. The same applies to any objection relating to an invoice. If we acknowledge that the complaint is justified, our obligation, to the exclusion of all other compensation, will be limited to repairing the materials that are the subject of the dispute. We are not liable for minor changes in construction, dimensions or colour made by the manufacturer and/or supplier. If an objection to an invoice is made in good time and is justified, the customer will be entitled to withhold only the invoiced amount that relates to the part of the invoice that was the subject of the objection. The remaining amount is payable in accordance with Clause 8.

8. Unless expressly stated otherwise, all invoices are payable to the company in full and with no right to withhold guarantee amounts, within thirty days from the end of the month in which the invoice was issued. Payments to intermediaries will be considered non-existent. In the event of non-payment of an invoice on the day it is due, interest of 11.50% is automatically payable on the outstanding invoice amount starting from the due date and without notice of default. Furthermore, due to the sole fact of the non-payment of an invoice by its due date, lump-sum compensation will automatically be payable, without notice of default, at the rate of 10% of the invoice amount, with a minimum of €125 and a maximum of €2,500. Any expenses connected to unpaid bills of exchange or cheques are not included in this compensation and will be charged separately, as will the cost of reminders sent by registered post. If we are forced to institute legal proceedings as the result of a late payment and/or other disputes attributable to the customer, recovery costs and other legal expenses, including the cost of a lawyer, will be charged to the customer; these costs are estimated to be at least equal to the amount allocated under Art. 1022 of the Judicial Code. These costs are cumulative with the compensation referred to above, which covers different harm.

9. The goods sold remain our property until full payment of the price. Consequently, they cannot be considered part of a building due to intended use or by incorporation. Nevertheless, from the time of delivery the customer bears the risk of loss, theft, damage or destruction of the goods. We will keep any deposits paid, to compensate for any losses if the goods are re-sold. Storage costs will be charged.

10. In the event of non-payment of an invoice on its due date or in the event that an objection is lodged in relation to a bill of exchange, all other amounts owed will immediately become payable, and we reserve the right to consider the entire agreement, or the part that has not yet been performed, terminated, automatically and without notice of default, without the customer having

any right to seek redress. In such a situation compensation will be claimed in accordance with Clause 16. Until the full sum for the order, delivery and installation is paid, the customer agrees that we will automatically be subrogated in all its rights, for all amounts which are or could be due to the customer from its own client.

11. All studies, plans, documents, sketches, drawings, samples and designs remain our property, protected by intellectual property rights. If they are handed over to the customer they must not be misused, either by the customer or by third parties. They must be immediately returned on request. We are entitled to use them for publicity purposes without any compensation being payable to the customer. The customer is liable for any misuse and we reserve the right to claim damages, which will amount to at least 10% of the contract price.

12. Before the work begins the customer will receive an invoice for a deposit, and we reserve the right to send invoices for further deposits as the work progresses. When working with progress reports, the customer is obliged to send these to us within no more than ten days; if it fails to do so, the work is deemed to be approved and we are entitled to send the corresponding invoice. If the deposit invoice issued before work begins or invoices issued for other sums during the work are not paid by the customer on the due date, we reserve the right either to not start the work, or to stop the work without notice of default, without the customer having the right to seek redress from us in any circumstances. The delivery and performance timeframes will be suspended until we receive payment of the outstanding invoice. We reserve the right to require the customer to supply a bank guarantee as security for its payment obligations, and to not start the work and/or to immediately stop the work without notice of default if such a guarantee is not supplied in a timely manner. We reserve the right to only start work upon presentation of all necessary permits and do not bear any corresponding liability.

13. Delivery and performance timeframes are only approximate and we are not bound by them. Delivery and performance timeframes only start running once we receive the implementation plans, materials and/or devices approved in writing by the customer, even if we have already started work. Days lost due to adverse weather will always be deducted from performance timeframes. Observations from the weather recording station closest to the area where the site is located will be considered binding. If the assignment is performed in stages, we are entitled to suspend performance of the next stage until we receive written approval of the previous stage. Where additional work or an additional assignment is requested, the delivery and performance timeframes will be extended by the amount of time necessary to perform this work. Any delay in performance does not entitle the customer to compensation or termination of the agreement. Situations of force majeure, such as war, civil war, mobilisation, unrest, strike or lockout affecting either our suppliers or our transporters, machinery breakdown, fire, problems with the supply of raw materials, finished materials or energy, or restrictions or bans imposed by the government, will result in suspension of the performance of our obligations. Moreover, we will be free to decide to terminate the agreement, without compensation but with refunding of the deposits paid in respect of any undelivered goods and/or services. If the performance timeframe is suspended or paused by the customer or its appointees or by third parties working on behalf of the customer, the customer must pay compensation for all direct and indirect harm suffered by us, with a minimum of €25 per day. We alone will determine when we can recommence the work, and no compensation for the delay will be payable. The customer must take delivery of all goods within the agreed timeframes; if not, we will be entitled to cancel the contract or consider it terminated and demand payment of the order amount, plus any storage costs and all other costs we may have incurred under the contract.

14. Signature by the customer for receipt of goods implies acceptance of correct delivery of these goods. Inspection and acceptance of our work will take place immediately and, if necessary, tacitly, at the time of completion of the work, regardless of whether there are any outstanding invoices. Unless otherwise agreed in writing, the work will be deemed accepted upon commissioning, including partial work, regardless of whether it is complete, and regardless of whether the commissioning is carried out by other tradespeople, by the customer or by third parties. Consequently, any comments must be made at the time of completion and inspection of the work. Acceptance, including tacit acceptance, excludes any disputes concerning visible or hidden defects, except those covered by Articles 1792 and 2270 of the Civil Code.

15. Our obligation of indemnification for defects in the goods and materials supplied only covers our suppliers and subcontractors. Under no circumstances are we obliged to provide a guarantee:

- If the owner or a third party has made alterations or repairs;
- Due to incorrect use, a lack of maintenance or incorrect handling of products, materials or devices;
- Due to damage caused by force majeure;
- Due to the addition or use of additional parts/equipment in a manner that does not comply with our technical specifications or those of the supplier;
- Due to the actions or wilful misconduct of any person, including the customer or its appointees;
- Due to the products, materials and devices being used in a way that is not reasonably foreseeable, given their characteristics, except where we have permitted such a use in writing, by no later than the time at which the agreement is concluded;
- If the materials or devices were made available by the customer;
- Due to frost or water damage;
- If scratches or external damage are established after signature of the delivery note.

Once it has been established that we were at fault, only damage to components supplied and installed by us will be eligible for a remedy. In such situations we will supply or install new products or components, but only after the old ones have been returned. No compensation will be paid in respect of damage to third-party work or property or any type of consequential damage, water damage, business interruption, etc., except for those types which are covered by any insurance policy we may have taken out, limited to the cover provided under such a policy. Under no circumstances will we be obliged to pay any fines for delay imposed on the customer. We also refer to what was stated in Clause 7. Warsco Units has taken out insurance (operator's policy) with ZURICH under policy number 5034057, under which Ethias offers the following guarantees for an insured claim. The policy provides for a payout of up to 2,500,000 euros per claim per insurance year for physical harm or material or immaterial consequential damage. Payouts for pure immaterial damage are limited to 1,000,000 euros per claim per insurance year, and for Art. 544 contractual assignments the limit is 500,000 euros per claim per insurance year. Warsco Units' liability is always limited to these amounts. All policies taken out by the contracting party must contain a waiver of right of recourse vis-à-vis Warsco Units.

1. If the agreement is cancelled or terminated by the customer, the customer must pay compensation equal to the services already performed and the materials already purchased for the site in question, plus compensation of 20% of the agreed price. In any event, minimum compensation of 10% of the agreed price will be payable. We reserve the right to seek specific performance of the contract and to claim a deposit of 10% on work not yet performed, or to take back delivered goods, in return for issuing a credit note, plus the compensation referred to above.

2. Within 15 days after delivery, in accordance with s. 20(5) of the Mortgages Act we reserve the right to present a certified true copy of the invoice, or of another document proving the sale, at the registry of the Commercial Court of the district in which the customer's head office or place of residence is located.

3. In compliance with the legal formalities and restrictions, the customer will transfer to WARSCO UNITS all of its current and future claims against debtors and, in general, all amounts that would otherwise accrue to the customer on whatever grounds. In the event of the non-performance by the customer of any of its obligations towards us, we may, without notification or notice of default and at the customer's expense, proceed to send or serve notification of the aforementioned transfer to the debtors associated with the transferred claims which, from that moment, can only validly be paid to us. The customer undertakes to provide us with all information and all documents regarding its debt claims at our request. The customer authorises us to request such information or documents from the third-party debtors associated with the transferred claims.

20. The invalidity or unenforceability of one or more of the provisions of this agreement will not affect the validity or enforceability of the other provisions of this agreement or of the agreement as a whole. Any invalid or inapplicable provision will be replaced, by mutual agreement between the parties, with a valid provision that matches the original intention of the invalid or inapplicable provision as closely as possible.

21. Belgian law applies exclusively to all of our agreements and, in the event of a dispute, only the courts of the judicial districts of Antwerp or Limburg, Tongeren division, have jurisdiction to consider the case. We reserve the right to initiate proceedings in the court with jurisdiction over the address of the customer, or over the place where the commitment to which the dispute relates was made or should have been performed.

#### **GENERAL TERMS AND CONDITIONS OF LEASE**

22. With regard to leases, the above clauses apply in full, but the clauses set out below are of specific application.

23. All units remain the exclusive property of WARSCO UNITS. The lessee undertakes to record the material in its accounts as leased material, and to refer to it as such on all occasions. The lessee must refrain from entering into any transactions whatsoever with regard to the units, including selling, offering as security, pledging, transporting, lending or borrowing. In the event of imminent seizure of any of the units, the lessee undertakes to show this agreement to the person executing the seizure order or his/her appointee, and ensure that it is expressly recorded that the units are and shall remain the exclusive property of WARSCO UNITS. The lessee is obliged to notify WARSCO UNITS immediately and without delay of the imminent seizure, so that WARSCO UNITS can take the necessary measures to protect its property.

24. The minimum lease period for units that will be invoiced is one month (unless agreed otherwise in writing). The minimum notice period for units is 14 days (unless agreed otherwise in writing). Notice must be given in writing.

25. Before delivery or during the term of the agreement we reserve the right to require collateral or some other form of payment guarantee (advance payment, bank guarantee, etc.). The collateral will take the form of a security deposit that will be refunded after the collection of all contractually-payable amounts. In the event of non-payment, bankruptcy, liquidation, an order under the

Continuity of Enterprises Act, deferment of payment or any equivalent measure with regard to the lessee, the collateral will be imputed to the lessor's claim in proportion to the amount of the claim.

26. If the customer is a de facto association, the signatory of the order form will be jointly and severally liable for payment of the services delivered by us.

27. The customer is liable, and may be criminally liable, for placement of the required signage, and will indemnify WARSCO UNITS for all harm caused by a failure to do so.

28. Units may be moved only by the staff and with the equipment of WARSCO UNITS. Any deviation from this requirement must be accepted in writing. The site must be easily accessible, including for our lorries. If access to the site is inadequate WARSCO UNITS will take the units away, and is only obliged to come back and install them once the customer provides proof that the site is accessible. Moreover, in such a situation the lease period will continue to run. The cost of returning and re-installing the units will be charged to the lessee.

29. Electricity and plumbing connections (utility lines) and any costs for the building of foundations will be the responsibility of the lessee. Depending on the use of the leased material, the administrative authorities and all competent bodies may require special facilities, such as fire extinguishers, safety or emergency lighting, water supply points, panic locks, balustrades or other equipment. If so, such services will give rise to an additional invoice.

30. WARSCO UNITS cannot be held responsible for any late deliveries or removals, nor for work delays attributable to the non-functioning of a leased unit. In the event of a defect in a leased unit, WARSCO UNITS must be notified immediately and in writing.

31. WARSCO UNITS insures the properties handed over against fire, storm and hail damage with waiver of recourse against the tenant unless in case of malicious intent. Warsco Units' contractual exemptions under the insurance policies shall be assumed by WARSCO UNITS at all times. The tenant shall put in place all measures to protect the properties against fire, water damage or flooding, frost, theft and other risks. The tenant hereby undertakes to have the unit(s) insured against all possible forms of damage including, in amongst other things, theft, vandalism, flooding, etc. On request, the tenant is to present WARSCO UNITS with the relevant insurance policy and proof of payment of the insurance premiums. In all cases, the tenant shall voluntarily and on first request, defend, indemnify and hold Warsco Units harmless against all losses, damage, costs, defects complaints or proceedings, regardless of their nature, that occur within the context of the present agreement, directly as well as indirectly. All policies must be taken out with waiver of recourse against Warsco Units. Where the tenant's insurance company were to sue Warsco Units anyway, the tenant shall defend, indemnify and hold Warsco Units harmless in all cases. Damage and loss which does not qualify for compensation under the terms of the policy taken out by the tenant, on no account shall be reimbursed by Warsco Units and remain at the tenant's expense. The tenant shall assume the cost of maintenance, repairs and the replacement of the rented property as well as the fixtures and fittings. WARSCO UNITS waives all liability for damage to the unit's/units' contents.

32. Amendments and/or adjustments to the leased unit are prohibited. Affixing stickers or signs to the unit is prohibited. For each sticker a removal cost of €25 will apply, and for each sign the amount will be €100.

33. The lessee is prohibited from fully or partially transferring the lease without our prior and express permission. Under no circumstances can the lessee claim tacit permission. It is also prohibited to sublet all or part of the unit.

34. In the event of unauthorised use, we are entitled to immediately take back the leased units. In such a situation, the customer must pay the rent in respect of the remainder of the lease period, without prejudice to the resulting damage. An unauthorised use is a use of the leased unit for which permission has not expressly been given.

35. Following retrieval, the unit will be inspected by us at our depot and the lessee will be charged for any defects. After receipt of the costs statement, the lessee will have three days to come to our depot, verify the damage and return any missing items. The lessee is responsible for all damage to the units, even damage caused by force majeure, accident and/or third parties. The lessee is obliged to pay compensation for damage to the units within eight days after presentation of the invoice for repairs. The units are deemed to have been delivered in pristine condition. Any comments about their condition should be recorded on the delivery note. When the unit is picked up, the lessee will be charged for cleaning costs without prior notification.