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General Contracting Conditions

Definitions
In these General Terms and Conditions for contracting works of Aertssen Infra nv, hereinafter referred to as "**General Contracting Conditions**", the terms and expressions used below have the following meaning:

- **Agreement:** the Contractor carries out Works on behalf of the Client, the details of which are recorded in the Contractual Documents.
- **Auxiliary Persons**: any natural or legal person entrusted by the Contractor with the performance, in whole or in part, of a contractual obligation entered into by the Contractor, throughout the contractual chain, such as subcontractors, employees, directors, etc.
- **Client**: the natural or legal person who instructs the Contractor to perform Works.
- **Contractor:** Aertssen Infra nv.
- **Contractual Documents**: the documents as stipulated in Article 2 of the General Contracting Conditions, and which govern the Agreement between the Parties.
- **Order confirmation**: the document, issued by the Contractor, in which he confirms in writing the acceptance of the Tender by the Client and which may also contain additional Special Contracting Conditions for the performance of the Works.
- **Parties**: the Contractor and the Client.
- **Prices**: the remuneration for the performance of the Works as arranged, among other things, in Article 4 of these General Contracting Conditions.
- **Special Contracting Conditions**: the conditions that describe the specific technical aspects of the Agreement and that form an integral part of the Agreement.
- **Site**: the place(s) where the Contractor carries out Works, specified by the Client when requesting a Tender.
- **Tender**: the document issued by the Contractor, accompanied by the Special and General Contracting Conditions that apply in full to the performance of the Works, unless expressly agreed otherwise in writing.
- **Works**: the works and services that the Contractor performs for the Client and/or the delivery of materials/goods and/or rental of equipment, as described in the Tender and/or Order Confirmation.

Article 1. Applicability
Subject to deviating or supplementary provisions accepted in writing by the Parties, the relationship between the Client and the Contractor is exclusively governed by the following Contractual Documents:

- The Order Confirmation with attachments,
- The Tender(s) with attachments,
- The Special Contracting Conditions,
- The General Contracting Conditions.

The Contractual Documents are listed hierarchically in the above list in order of precedence, with the Contractual Documents listed first taking precedence over the Contractual Documents listed later.

By accepting the Tender, the Client also agrees to the application of these Special and General Contracting Conditions.

Any comments on the above-mentioned Special and General Contracting Conditions or the transfer by the Client of other general terms and conditions will be regulated as follows:

- If this takes place at the time of the acceptance of the Tender or just before the start of the Works, these comments or other conditions will not be taken into account. In such a case, there can be no question of effective knowledge and acceptance of the comments or the other general terms and conditions. The Agreement is therefore concluded on the basis of the current Special and General Contracting Conditions, as attached to the current Tender.
- If the remarks or other conditions are submitted before the acceptance of the Tender, a written response will be given to this as soon as possible. The Parties undertake to do what is necessary to reach an agreement in good faith on the elements that would be under discussion within a reasonable period of time that takes the commencement of the Works into account. In this case, the Agreement is concluded either in accordance with the negotiated terms and conditions, or without applying the formulated comments or the incompatible stipulations of the two general terms and conditions.

Article 2. Agreement
2.1. Tender
The Tender is based on the data of the Request for Tender issued by the Client or his appointee (possibly an engineering office, etc.), in which the works to be performed are described. This information is deemed to be correct and complete. The Client releases the Contractor from any obligation to investigate or provide information in this regard. All the consequences of any errors or omissions in the Request for Tender are borne by the Client, who shall indemnify the Contractor.

The Tender is valid until one (1) month after the date of the Tender, unless stipulated otherwise.

2.2. Establishment
The Agreement between the Parties is established after the acceptance of the Tender by the Client. The Contractor will confirm this in an Order Confirmation. If the Client has linked his acceptance to conditions that deviate from the Special and General Contracting Conditions, these deviating conditions will only be accepted by the Contractor if these deviating conditions have been expressly accepted or stated in the Order Confirmation from the Contractor.

2.3. Payment guarantee/advance payment
The Contractor may at all times request payment guarantees and/or advance payments, and may suspend the performance of the Agreement until such guarantees and/or advance payments have been made, without this giving rise to any form of compensation for the Client.

2.4. Subcontracting
The Contractor reserves the right to have all or part of the Works performed by subcontractors.

Article 3. Object
The Contractor carries out the Works in accordance with the Tender/Order Confirmation. The obligations on the part of the

Contractor arising from the Tender and/or the Order Confirmation are all obligations of means.

The Client may ask the Contractor to carry out additional Works at any time during the performance of the Agreement. In order to do this, the Client must submit a new request to the Contractor. If necessary, a new, additional Tender will then be drawn up for this request. An Order Confirmation for these additional Works will only be drawn up after the acceptance of the relevant Tender.

Article 4. Price calculation

4.1. Price

The Order Confirmation and/or the Tender is one indivisible whole, and indicates the price for the performance of the offered Works. If the price is expressed in whole or in part as a Price per hour, this or the corresponding part will be calculated at this hourly price, multiplied by the execution time of the service. These daily and/or hourly rates do not apply to weekend work, shift work, night work and work during periods of leave, for which a supplement will be charged.

The Prices are subject to the revision formula in accordance with the latest version of the SB 250, with the base date of the Tender.

The unit prices stated in the Tender are exclusive of VAT, taxes, levies and duties (including tax on motive power). The stated quantities are probable values, and will be measured after execution, which will be subject to contestation, in order to determine the final total price.

4.2. Supplementary costs

The Contractor is entitled to charge additional costs for abnormal circumstances and difficulties. The communication in this regard between the Client and its customer will be carried out at the request of the Contractor.

At the request of the Contractor, consultations will be scheduled between the involved Parties.

All the prices that are drawn up are based on the assumption that the works can be carried out continuously and sequentially, unless expressly stated otherwise. The prices only apply to work that can be normally carried out. The Contractor reserves the right to claim compensation for any work interruption due to the fault, negligence or lack of foresight of the Client. Additional performances/works that could not be estimated when the Tender was drawn up can always be settled.

Article 5. Payment terms

5.1. Progress status

The Contractor shall draw up progress reports at regular intervals. These progress reports must be approved by the Client within five (5) working days of receipt. If the Client does not make any comments, complaints or protests, the progress statement is deemed to have been irrevocably and unreservedly accepted by the Client.

5.2. Invoicing

In the absence of comments on the progress statement within five (5) working days, the Contractor will draw up an invoice that corresponds to the interim progress statement. The Client is obliged to pay this invoice in full to the account of the Contractor within thirty (30) days from the invoice date. Any payment costs or commissions are at the expense of the Client.

If the Client is a VAT-registered company, e-invoicing between two Belgian companies will be mandatory from 1 January 2026 in accordance with the legal provisions.
Only e-invoices are legally valid.
The parties undertake to send and receive all e-invoices exclusively via the Peppol network.
The Client undertakes to have a connection to the Peppol network.
The Client shall provide the Contractor with the legally required invoicing details and any additional details it wishes to see included on the invoice within 15 days of the conclusion of the contract at the latest, in order to draw up the electronic invoice.
If the Contractor is unable to draw up the invoice due to the failure to provide the necessary legally required information, the Client shall be liable by operation of law and without notice of default for the interest and compensation as specified in the paragraph below, from the 16th calendar day after the execution of the delivered Works.

In the absence of payment on the due date of the invoice:

- All amounts owed to the Contractor, including amounts not yet due, will become automatically due and payable without any notice of default.
- Any delay in payment shall automatically give rise to the application of a late payment interest of 1% or at the legal interest rate in commercial transactions (art. 5 Belgian Law August 2, 2002) per month from the due date and without any notice of default, to be automatically and immediately capitalized yearly without any notice.
- Any delay in payment shall also automatically give rise to a fixed compensation of 10% on the balance still to be paid, without any notice of default, with a minimum amount of € 125. The award of this reasonable compensation of 10% does not exclude the award of any legal compensation or any other proven collection costs.
- All permitted payment terms shall expire, and the Contractor can decide to only continue to perform the Agreement under the strict condition that the price due is fully settled before continuing the Agreement, without prior notice and without any right to compensation for the Client..

In the event of a provisional delivery with some comments, the Client is not entitled to make payments dependent on the remedy of these comments.

5.3. Right of retention

The Client expressly waives any right of retention that he could exercise on the goods, equipment and materials, regardless of the reason and from which legal relationship between the Parties this right of retention may have arisen.

5.4. Setting off of debts

The Client expressly waives his right of set-off of debts with regard to the Contractor. The parties expressly deviate from Article 5.255 of the Belgian Civil Code
The Client is therefore never permitted to set off the Contractor's invoices against claims he may have against the Contractor, not even if these are related to the Agreement and not even if they are certain, fixed and payable.

5.5. Cash discount

With the exception of an explicit, prior, written confirmation from the Contractor, no cash discount can be brought into account by the Client.

Article 6. Obligations of the Client
Facilities to be provided by the Client unless stated otherwise in the Tender:

- The Client is responsible for obtaining the necessary permits and declarations of conformity, in accordance with the applicable legislation.
- The Client is fully responsible for the correctness, accuracy and completeness of the information and documents provided by him.
  It is also the obligation of the Client to communicate all changes to these documents in a timely manner, and to explain them to the Contractor in writing. Any damage, in any form whatsoever, and including delays, additional work, etc. as a result of failure to communicate (in time) and to explain the (amended) documents in writing, is at the expense of the Client.
- The Client is responsible for the appointment of the environmental supervision and the realisation of the safety coordination (RD 25.01.01).
- Any necessary levelling of the site and dams, as well as re-levelling of surfaces due to interventions by third parties.
- Communications with regard to local residents and police services.
- The coordination and harmonisation of the services between the various subcontractors on the Site.
- The connections to and the consumption of utilities (electricity, water 25 m³/h sanitary facilities, unless stated otherwise in the Tender. 32 A, 3* 380 V + N connections are available within a radius of 10m.
  The Client will provide the Contractor with all the necessary digital plans in 3D, in the most recent form, at least five (5) working days before the start of the works, with at least the following information:
  - An unambiguous indication of the outside line of the structure to be built or the earthwork toe line.
  - 2 fixed points with corresponding coordinates in both Lambert and local system.
  - At least 3 vertices of the construction or toe line excavation to be built with its coordinates local or Lambert.
  - Plan of the work to be performed in DWG.
- The provision of plans for cables, pipelines and high-voltage cables. Any consequential damage and additional costs as a result of the non-diversion, non-closure or not making pipes, cables, sewers, underground constructions, etc. clearly visible will be fully charged to the Client.
- Prior to the works, the Client must carry out soil probing to check the condition of the subsoil, and must also inform the Contractor clearly and in writing about the condition of the subsoil.

Article 7. Implementation
7.1. Planning and implementation period
In the absence of a planning schedule, the starting date and the implementation period will be determined in mutual consultation. Any delays that are beyond the control of the Contractor can never give rise to compensation at the expense of the Contractor. The Contractor is entitled to recover damage suffered from the Client.

In the event of a full or partial suspension of the Works by the Client (within the three (3) weeks before the start of the Works or during the Works), the Contractor is entitled to compensation for the damage suffered as a result of such a suspension. A date for the resumption of the Works will be determined between the parties in mutual consultation.

Unless otherwise stipulated in writing, the stated implementation times are indicative. In the event of implementation periods that are agreed in writing, and in which the agreement provides for a fine or fixed compensation for exceeding the term, the following shall apply:

- The penalty or fixed compensation is only due if the Client demonstrates that the overrun of the period is due to an error attributable to the Contractor.
- The Client must give notice of default to the Contractor immediately and in writing, and no later than eight (8) calendar days after the expiry of the implementation period, failing which the right to compensation or sanction or other measure will also lapse due to exceeding the period.
- The amount of the fine or compensation for exceeding the implementation period is a maximum of 5% of the price of the ordered Works (excluding VAT).
- If a fine or compensation is due, the payment of this has a liberating effect, and excludes any other form of compensation or sanction due to exceeding the term.

7.2. Personnel of the Contractor
In exceptional circumstances, the personnel of the Contractor shall follow the instructions of the Client on the Site, insofar as these are necessary for the concrete performance of the Works. These technical or practical instructions only relate to:

- the planning of the Works to be carried out;
- the circumstances, procedures and practices of the Client, which must be taken into account for the fulfilment of the assignment;
- the specifics, features and requirements of the assignment and the Site;
- access to the Site and/or the facilities of the Client that is necessary for the fulfilment of the Agreement;
- use of the goods, facilities and/or infrastructure of the Client, as necessary for the fulfilment of the Agreement;
- everything related to safety and health.

These instructions in no way imply an erosion of the employer authority of the Contractor.

The Contractor's personnel shall at all times remain under the authority, management, supervision and responsibility of the Contractor, and shall at no time be regarded as employees or appointees of the Client. The Client shall in no way be entitled to exercise any authority over the personnel of the Contractor that is normally reserved for an employer.

In accordance with Article 31, § 1, second and third paragraphs of the Act of 24 July 1987 regarding temporary work, agency work and the provision of workers for the benefit of users, the Parties recognize and accept that the compliance of the Client with the obligations resting on him with regard to well-being at work, as well as the instructions he would give for the provision of services and/or the products by the Contractor, cannot be regarded as any exercise of authority by him over the personnel who are deployed by the Contractor for the delivery of the services and/or the products.

In the case of coordinated works, the hours worked are checked solely for invoicing purposes.

Article 8. Retention of Title and Intellectual Property Rights
All goods, materials and supplies, as well as the works carried out, remain the property of the Contractor until full payment of his invoices in principal and attachments. This also applies if the works, supplies, goods or materials of the Contractor only form

a part (minor issue) of a larger whole (main issue), the ownership of which or of parts thereof would not belong to the Contractor.

The Contractor shall at all times remain the owner and in possession of all documents, drawings, etc. that were drawn up for the account of the Client and by the Contractor. This can only be deviated from if this has been expressly agreed.

The Contractor is also entitled to use the name of the Principal and the Works as a reference for future projects or tenders.

Article 9. Insurance

The Client undertakes to take out the necessary insurance policies, including at least an ABR (all construction site risks) insurance with sufficient cover and, if applicable to the project, a ten-year liability insurance (Peeters Act), whereby the Contractor will always co-insured without any premium contribution and/or exemptions at the cost of the Contractor, unless explicitly agreed in advance.

The Client undertakes to take out an insurance policy for civil liability towards third parties.

- In addition to the usual insurance policies, this civil liability insurance covers the liability of the Client as the incidental Client of the Operating Personnel as defined in Article 1384 of the Belgian Civil Code, as well as the entrusted property.
- The cover of this BA policy must be extended to damage to third parties caused by all fixed or movable construction site and hoisting equipment, and other materials/equipment, regardless of technical (lifting) capacity/restrictions.
- The 'driving risk' must be co-insured in this policy if it refers to non-registered rented Equipment.

The Client further undertakes to take out all other necessary and useful insurance policies.

The insurance must be taken out with creditworthy and reliable companies.
The exemption costs that may be recovered from the contractor amount to a maximum of € 2,500/claim, and only in the event of proven fault, damage and causal connection.

All the insurance must be taken out with a waiver of recourse against the Contractor and its affiliated companies, as stipulated in Article 1.20 of the Companies and Associations Code, and also their respective directors, their representatives, appointees or executive agents, subcontractors.

Article 10. Delivery

Unless otherwise stipulated in writing, the provisional delivery will take place within 15 days after the completion of the works.

If a client has not submitted any comments by registered mail within 15 days after the completion of the works, the works will be considered to have been accepted and delivered after the expiry of the period of 15 days following the termination of the works. Small imperfections, the value of which amounts to less than 10% of the contract sum, can in no way be invoked to refuse provisional acceptance. In that case, the client must only pay to the extent of what has been taken into account for the acceptance, and any defects must be remedied within one month.

The provisional acceptance implies the approval by the client of the works to be delivered and covers visible defects insofar as they do not fall within the scope of Articles 1792 and 2270 of the Belgian Civil Code (the ten-year liability).

Slight differences in the colour, dimensions or construction of the materials, goods or installations used, insofar as they are technically unavoidable or generally accepted or are inherent to the materials used, shall not be regarded as a defect in conformity or as a visible or hidden defect, unless it has been expressly agreed that the construction, dimensions, colour or design form an essential part of the agreement for the client.

The date of the provisional delivery determines the starting point of the ten-year liability.

Unless otherwise stipulated in writing, the final acceptance will take place no later than 1 year after the provisional acceptance, and this without any formality other than the mere expiry of the term, unless comments have been sent by registered mail by the client.

Article 11. Contractual shortcomings

Contractual shortcomings at the expense of the Client will be reported to the Client by the Contractor. The Client must communicate his complete and sufficiently substantiated defence to the Contractor in writing, including all useful comments, within eight (8) calendar days after this notification. The Client also makes proposals to rectify the shortcomings. If the Client does not respond in writing within eight (8) calendar days after the notification by the Contractor, the Client will be irrefutably considered to agree with the contents of the notification.

Contractual shortcomings on the part of the Contractor shall be reported to the Contractor in writing by the Client within eight (8) calendar days. The Contractor must communicate his complete and sufficiently motivated defence to the Client in writing within eight (8) calendar days after this notification, and shall make any useful comments. The Contractor shall also makes proposals to rectify the shortcomings.

Article 12. Liability

12.1 Extra-contractual Liability

The Parties waive any extra-contractual liability claims by one party against the other as well as regarding the Auxiliary Persons for damages caused by the non-performance of any contractual obligation~~.~~. The Auxiliary Persons, as third party beneficiaries, may invoke the clauses of this article.

The Client also commits to include a clause in its contracts with its clients excluding the extra-contractual liability of the Contractor as well as its Auxiliary Persons for the damage caused by the non-performance of this contractual obligation.

If the Contractor or its Auxiliary Persons are claimed on an extra-contractual basis for the compensation of damage caused by the non-performance of this contractual obligation, the Client will, as soon as it has been informed of this in writing:

- transfer the defences from the contract with its Client upon first request,
- voluntarily intervene in judicial or extrajudicial proceedings. The present article is without prejudice to legal provisions of public order or mandatory law.

12.2 Liability of the Client

The Client bears all the consequences of claims due to excessive nuisance pursuant to Articles 3.101 and 3.102 of the Belgian Civil Code, and cannot hold the Contractor liable.

The Client is liable for all errors, defects, imperfections, miscalculations, omissions, negligence, delays and other contractual defaults attributable to him. The Client shall fully compensate the damage and all other adverse consequences, foreseeable or unforeseeable, that are suffered or experienced by the Contractor or third parties and that are directly or indirectly based on such errors, defects, imperfections, miscalculations, omissions, negligence, delays and other contractual defaults.

12.3. Liability of the Contractor

In particular, the Contractor shall never be liable for damage that is not attributable to him.
The Contractor will only be liable for damage resulting from his proven fault.

The Contractor stipulates all legal and contractual rights that he can invoke to ward off his own liability, as well as on behalf of all those - including both subordinates and non-subordinates - who are involved in the performance of the Contract and for whom he is liable under the law.

The liability of the Contractor is expressly limited to direct and material damage to property and to personal injury to the personnel of the Client that is caused by a demonstrable defect in the Equipment and/or by a culpable error, intent and/or gross negligence on the part of the Contractor.

The burden of proof in connection with a liability for damage that is attributable to the Contractor rests with the Client.
If the damage could also have occurred without the fault of the Contractor, however, the liability of the Contractor is excluded.

In any event, the liability of the Contractor shall in all cases be limited to what will effectively and actually be compensated within the framework of his civil liability policy, up to an absolute maximum of € 5,000,000, whereby the lowest of these limits is applicable.

The Contractor expressly exonerates himself for any damage that exceeds the amount paid out by the insurance.
An insurance certificate will be provided to the Client upon first request. The Client agrees to respect the confidentiality of this document.

The Contractor is entitled to have the damage assessed by an independent expert from the sector designated by himself.

The Client must immediately report any claim for damages and confirm this to the Contractor in writing within forty-eight (48) hours of the determination.

In the event of non-compliance with the above-mentioned deadlines, the right to compensation on the part of the Client will automatically lapse by operation of law.

The Contractor and/or his subcontractors/suppliers shall never be held liable for any indirect and/or immaterial damage of the Client, the personnel of the Client or third parties, such as, among others: loss of profit, loss (of customers), loss of goodwill, business stagnation, etc.

12.4. Force Majeure

The Client also waives all claims against the Contractor due to standstill or reduced productivity, including those due to force majeure, and in any case those due to storm, wind, fog, lightning strike, flood, high or low water, frost, freezing, ice conditions, (the danger of) (civil) war, government measures, riots, sabotage, computer hacking, cyberattack, strikes, lock-outs, traffic disturbances, lack of manpower, quarantine, illness of operating personnel, fire, explosion, subsidence, collapse, flooding, closure or delay at border posts, delays in stations or toll services, defects in the goods, theft, vandalism, and acts of third parties. This list is not exhaustive.

The temporary suspension of the Works due to force majeure or unforeseen circumstances entails that the originally planned execution period shall be extended by a period equal to the suspension period, plus the time required to restart the Site.

The destruction of, or damage to the delivered good or the work performed due to coincidence or force majeure, or as a result of the own fault of the Client or persons for whom he is responsible, shall never be at the expense of the Contractor.

Article 13. Unforeseeable circumstances

If the following requirements are met, a Party may ask the other Party to renegotiate the contract, with a view to adjusting the original contractual balance or terminating the contract:

- a change of circumstances that makes the performance of the contract unduly onerous, to such an extent that performance can no longer reasonably be demanded;
- that was unforeseeable at the conclusion of the contract;
- that is not attributable to the debtor; and
- the debtor has not assumed this risk.

In each case, the Parties will continue to fulfil their commitments in the course of the renegotiations.

Among other things, and depending on the concrete facts, the following may qualify as circumstances justifying renegotiations:

- Changed socio-economic circumstances, such as persistent abnormal price increases or general supply problems of raw materials, materials and energy as a result of a war, embargo or other international economic sanctions, strike, epidemic, pandemic, a general structural market disruption, important changes in exchange rates, etc.
- An amendment to or new legislation and/or regulations and/or binding opinions of official bodies that were published and entered into force after the date of signature of the contract.

As soon as a Party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the agreement, he must report these facts to the other party in writing within five (5) working days. The parties undertake to start the negotiations within ten (10) working days after sending the written notification, and to conduct these negotiations in good faith. In any case, the Party requesting the negotiations must inform the other Party about the concrete impact as soon as possible.

In the event of the rejection or failure of the re-negotiations within a reasonable period of time, the Parties may, via an alternative dispute resolution or via the court at the request of one of the Parties, either:

- amend the contract to bring it into line with what the Parties would reasonably have agreed upon at the time of the conclusion of the contract had they taken account of the change of circumstances, or
- terminate the contract in whole or in part on a date that may not precede the change of circumstances, and in accordance with the modalities established by

the body in charge of alternative dispute resolution or the court.

Article 14. Termination of the Agreement

14.1. Concurrence and manifest insolvency

In the event of death, an application or claim for, or a declaration of bankruptcy, the appointment of a provisional administrator or court official, a declaration of incompetence, or any similar situation or procedure, liquidation or any other form of concurrence of creditors that affects the Client, or any other indication of the apparent insolvency of the Client, the Contractor has the right to terminate the Agreement by cancellation, to the detriment of the Client, in accordance with this article.

Any such termination/cancellation will be notified in writing to the Client or his legal successors.

In this case, the Contractor also has the right to take back the goods and materials without prior notice of default.

14.2. Contractual shortcoming - cancellation

If the Client is in default in the performance of the Agreement, such as through shortcomings that are contrary to the provisions of the Special and General Contracting Conditions, and if the Client has not communicated a timely and lawful defence to the Contractor, or has not sufficiently provided a remedy within eight (8) calendar days after the establishment of the shortcoming, the Contractor has the right to immediately (partially) cancel the Agreement without any further notice of default, to the detriment of the Client. He will notify the Client in writing that he is making use of this option. All costs associated with this dissolution will be borne by the defaulting Client. A cancellation of this kind does not give the Client any right to compensation.

14.3. Fixed compensation

If the Contractor terminates the Agreement due to a contractual breach by the Client as set out in the articles of the Special and General Contract Conditions or on the basis of common law, the Contractor will be entitled, by law and without notice of default, to a fixed compensation of 20% of the total tender price, subject to the right to higher compensation dependent on proof by the Contractor of greater actual damages, as the Parties acknowledge and record that, due to the circumstances justifying the cancellation, the Client remains definitively and irrevocably in breach of his obligations.

14.4. Termination of the assignment by the Client

In the event of a unilateral cancellation, the Client will owe 20% of the price of the Works still to be performed, without prejudice to the right of the Contractor to claim higher compensation and without prejudice to the obligation of the Client to proceed to payment of the price of the Works already performed, the costs already incurred and any consequential damage, in short, to compensate the Contractor for all damage and costs.

In addition, the Contractor has a right of retention on the works performed as long as the Client has not reimbursed them.

14.5. Netting

In accordance with the provisions of Art. 14 and 15 of the Financial Securities Act of 15 December 2004 (WFZ), the Parties agree to the principle of 'netting' in the event of insolvency proceedings, attachment or any other form of concurrence. In such a case, the Parties will, by operation of law, compensate and settle all current existing and future debts against each other.

This set-off will in any event be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to oppose the set-off carried out by the Parties.

Article 15. Protection of Personal Data

The Parties undertake to comply with applicable data protection legislation, and in particular the General Data Protection Regulation ("GDPR") 2016/679, and to ensure that their staff and subcontractors also comply with this legislation.

The Parties collect and process the personal data that they receive from each other for the purpose of carrying out the agreement, the customer management, the accounting, and any disputes and direct marketing activities.

The legal grounds for this are the implementation of the agreement, the fulfilment of legal and regulatory obligations and/or the legitimate interests.

Both Parties have taken appropriate measures to guarantee the privacy and security of personal data. Both Parties will only pass on this personal data to processors, recipients and/or third parties insofar as this is necessary in the context of the above-mentioned processing purposes.

Both Parties are responsible for the accuracy of the personal data they provide to each other, guarantee that they have sufficient legal basis to transfer the personal data, and undertake to comply with the General Data Protection Regulation with regard to the data subjects whose personal data is transferred, as well as with regard to all possible personal data that the Parties would receive from each other's employees.

The Client undertakes to provide this information regarding the processing to the Contractor, including reference to the Data Protection Notice.

The Client confirms that he has been adequately informed about the processing of his personal data and about his rights to access, correction, deletion and objection. For more information: please consult the Data Protection Notice on the website: https://www.aertssen.be/en/privacy-policy.

Article 16. Disputes

16.1. Applicable law

The Agreement is governed exclusively by Belgian law, to the exclusion of other rules that declare the law of another jurisdiction outside Belgium to be applicable.

16.2. Competent court

Any and all disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreement shall be subject to the exclusive jurisdiction and competence of the courts and tribunals of the judicial district of Antwerp, Antwerp division.

Article 17. Nullity

If one or more provisions of the applicable terms and conditions are declared illegal, invalid, void or unenforceable, in whole or in part and for any reason whatsoever, this illegality, invalidity, nullity or non-enforceability shall not extend to the remaining terms and conditions. In this case, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, non-void and enforceable provision that has a similar economic effect.