



GENERAL SERVICE TERMS & CONDITIONS

14/05/2023

Definitions:

In these General Terms & Conditions for Services of Aertssen Kranen nv, hereinafter referred to as "**General Service Conditions**", the terms and expressions used below shall have the following meanings:

- **Agreement:** the set of contractual documents between the Parties setting out the nature, duration, Price and details of the services to be provided by the Service Provider on behalf of the Principal.
- **Contractual Documents:** the documents as defined in article 2 of the General Service Terms & Conditions, which govern the Agreement between the Parties.
- **Day report:** work order, daily timesheet, document prepared by the Service Provider that lists the services performed, hours and/or Materials used on a certain day/period and that serves as a basis for invoicing the services performed.
- **Equipment:** the material deployed by Aertssen Kranen. Amongst other things, the following shall be considered as Equipment: rigs (cranes, trucks, etc.), hoisting accessories (man baskets, wooden plates, bulkheads, pots, driving plates, spreaders, spmts, etc.). This list is not exhaustive.
- **Order Confirmation:** the document, issued by the Service Provider, with which the Service Provider accepts the request for a quotation (the order) from the Client and which may also contain specific conditions for the Service.
- **PO:** the document, issued by the Principal by which the Principal confirms the order.
- **Principal:** the client, the natural or legal person who gives the Service Provider an assignment to perform Work.
- **Parties:** the Service Provider and the Principal.
- **Prices:** the remuneration for the execution of the Work as stipulated, among other things, in article 4 of these General Service Conditions.
- **Quotation:** the document, issued by the Service Provider, containing the specific terms & conditions, which, unless explicitly agreed otherwise in writing, apply in full to all services.
- **Service Provider:** Aertssen Kranen nv.
- **Services:** the work that the Service Provider performs for the Principal, as described in the Quotation and/or Order Confirmation and/or Day report.
- **Site:** the place(s) where the Service Provider performs its Services, specified by the Principal when applying for a Quotation.

Article 1. Applicability General Service Terms

1.1 Applicability

Subject to different or additional provisions accepted in writing by the Parties, the relationship between the Principal and the Service Provider is exclusively governed by the following Contractual Documents:

- the Order Confirmation.
- the Quotation(s) with Annexes.
- the General Service Conditions.

1.2 Contractual Documents

These General Service Conditions constitute a Contractual Document and thus apply to the formation, content, performance and termination of the Agreement between the Parties, as well as all other legal acts and legal relations between

the Parties relating to the subject matter of the Agreement. Acceptance of the Quotation (implies acceptance of these General Service Conditions by operation of law.

1.3 Order of Contractual Documents

In the above list, the Contractual Documents are listed hierarchically in order of precedence, whereby the Contractual Documents listed first take precedence over the Contractual Documents listed later.

If a Contractual Document is not used in the contractual relationship between the Parties, the next named Contractual Document shall be deemed to take precedence over this Contractual Document. In case of conflict with the Contractual Documents, the Contractual Documents shall prevail over the General Service Conditions.

The Contractual Documents are interpreted in relation to each other. If these General Service Conditions refer to "the Quotation and/or Order Confirmation", the provisions of the Order Confirmation take precedence over the provisions of the Quotation. The Order Confirmation, or in the absence thereof, the Quotation with annexes, together with General Service Conditions, constitute the entire Agreement between the Service Provider and the Principal.

If the Day reports contain work other than that originally agreed in the Order Confirmation and/or Quotation and these Day reports have been signed off without reservation, these Day Reports shall take precedence over the Order Confirmation and/or Quotation to the extent that they contain different work and provisions.

1.4 Alternative arrangements

It is only possible to derogate from these General Service Conditions if and inasmuch as this is agreed explicitly and in writing between the Parties. The Order Confirmation/Quotation between the Parties laid down in the Contractual Documents supersedes any written or oral agreement or agreement between the Parties regarding the Service.

1.5 Arrangement General Service Conditions and other terms & conditions

By accepting the Quotation, the Principal also agrees to the application of these General Service Conditions. Acceptance of these General Service Conditions also implies that the Principal fully waives the application of his own general terms & conditions.

Any remarks about the aforementioned General Service Conditions or the communication by the other Party of other general terms and conditions will be settled as follows:

- if this happens at the time of acceptance of the Quotation or just before the start of the services, these remarks or other terms and conditions will NOT be considered.

After all, in such case there can be no question of effective knowledge and acceptance of the remarks or the other general terms and conditions.

The Agreement shall therefore be concluded with the General Service Conditions as attached to the Quotation.

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- if the remarks or its/other terms and conditions are communicated before the acceptance of the Quotation, a written reply will be given as soon as possible.

The Parties shall do what is necessary within a reasonable period of time that takes into account the (timeliness of) the start of the services to reach an agreement in good faith on any issues that are in dispute.

In such case, the Agreement shall be concluded either in accordance with the terms negotiated between the Parties or without applying the formulated remarks by the Principal and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

1.6 Additional Contractual Documents

Depending on the nature of the Services, other Contractual Documents may form part of the Agreement. If applicable, these Contractual Documents will be referred to in separate applicable special terms & conditions.

1.7 Rights or defense

The non-exercise by the Service Provider of any right or defense granted to it in the General Service Conditions can never be interpreted as a waiver of Service Provider's right or defense.

Article 2. Agreement

2.1 Quotation

The Quotation is based on the data of the request for a quotation issued by the Principal in which the work to be carried out is described. These data are deemed to be correct and complete. The Principal discharges the Service Provider from any investigation or information obligation in this regard. All consequences of any errors or omissions in the request for a quotation shall be borne solely by the Principal, who shall indemnify the Service Provider.

The Quotation does not include compensation for additional work and/or supplementary costs, unless explicitly stated otherwise. Quotations issued by Aertssen Kranen are subject only to the availability of the necessary personnel and/or Equipment.

2.2 Deviation/Amendments

In the event a PO contains remarks that are not enclosed in the Quotation/Order Confirmation, these remarks are not deemed to be accepted nor approved of, even if the Service Provider does not make a specific comment or refusal to these added elements.

If any deviation from the original Quotation and/or addition to the original Quotation are agreed between Parties, the Service Provider shall confirm these by incorporating these deviations and/or additions either in the Order Confirmation, issue an additional Quotation or confirm these deviations by e-mail.

Any amendment and/or addition to the Agreement shall only have effect in so far as the Service Provider has confirmed this in writing.

2.3 Validity

Aertssen Kranen' Quotations shall be valid for one (1) month, unless stated otherwise in the Quotation.

2.4 Conclusion of Agreement

The Agreement is concluded either:

- by written acceptance of the Quotation by the Principal.
- by the confirmation of the Service Provider (Order Confirmation) of the order request from the Client or
- by the performance of the Services.

2.5 Guarantee/advance payment

The Service Provider may at all times demand guarantees of payment and/or advance payments and suspend execution of the Agreement until such guarantees and/or advance payments have been given, without this resulting in any form of compensation for the Principal. The amount of the guarantee and/or advance payment will be indicated in the Quotation. If circumstances arise later which justify a change to the guarantee and/or advance payment, the Service Provider shall be entitled to adjust the amount of the advance payment and/or guarantee without giving additional reasons.

2.6 Subcontracting

The Service Provider reserves the right to have the whole or part of the Services performed by subcontractors. The Service Provider shall be liable for the execution of the assignment/Agreement by its subcontractors to the same extent as it would be liable itself.

Article 3. Nature of the Service/Object

The provision of services concerns a contract for services.

The Service Provider performs a number of works for the Principal, as described in the Quotation and/or Order Confirmation.

The Service Provider performs a number of activities for the Principal, as described in the Quotation and/or Order Confirmation. These Services will be performed in accordance with the provisions of the present Service Conditions and in accordance with any additional technical and administrative conditions agreed between the Parties.

The Service Provider has the right at all times to call on a third party for the execution of the Agreement in whole or in part.

At any time during the execution of the Agreement, the Principal can request the Service Provider to perform additional services. For this purpose, the Principal must submit a new request to the Service Provider. A new, supplementary Quotation will be drawn up for that request, if necessary. Only after acceptance of the relevant Quotation will an Order Confirmation be drawn up for this additional performance of Services.

Article 4. Price calculation

4.1 Price

The Order Confirmation and/or Quotation indicates the Price for the provision. Either the Quotation states a total price based on the information provided by the Principal, or the Price is wholly or partly expressed as a Price per day and/or per hour, multiplied by the period of performance of the Services.

The daily rates are based on eight (8) working hours. The hourly rates do not apply to weekend work, shift work, night work and work during legal holidays, for which a supplement will be charged.

Unless expressly agreed otherwise, the Price excludes:

- VAT, taxes and charges (including tax on motive power).
- costs of insurances.
- costs of downtime and cancellation.
- surcharges, additional services and permits as provided for in the annexes to the Quotation.
- any other costs, charges, taxes or duties demanded by any government or other authority in connection with the execution of the Agreement, even if they were not yet

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known or applicable at the time of the Quotation/Order Confirmation.

- possible import and export costs as well as other costs, charges, taxes or duties related to the transfer/delivery of the Equipment to the relevant Site.
- overtime, night work and weekend and holiday work, unless otherwise agreed.
- transport costs in case of non-automotive equipment.

4.2 Supplementary costs

The Price is calculated on the basis of performance during normal working hours per day and/or week and under normal (working) conditions. This means that it must be possible to carry out the Work continuously and consecutively unless expressly stated otherwise. Aertssen Kranen is entitled to charge additional costs for additional performance due to abnormal circumstances, working hours and difficulties, foreseeable or unforeseeable, and/or due to incorrect and/or incomplete information and documents to be supplied by the Principal.

The communication in this regard between the Principal and its Client is transferred at the request of the Service Provider.

At the request of the Service Provider, consultations shall be planned between the Parties concerned.

The Service Provider reserves the right to claim damages for any work interruption due to the fault, negligence or lack of foresight of the Principal. Additional services/work that could not be estimated when the Quotation was drawn up are always offsettable.

4.3 Price revision

Aertssen Kranen is entitled to implement price changes that are independent of Aertssen Kranen or its subcontractors and which relate to imposed collective labor agreements, legislative changes and changed costs in wages, fuel, energy, material, transport and transport-related costs. In order to calculate the price change, Aertssen Kranen uses the following price revision formulas:

$$P = P_o \times ((a S/S_o) + (b B/B_o) + (c M/M_o))$$

Whereas:

P = revised price

P_o = basic price as originally foreseen in the Quotation

S_o = Agoria's reference wage cost (= reference wage plus social charges) - national average (latest figure available at the time the agreement is concluded) as published on Agoria's website (www.agoria.be)

S = reference wage cost valid during the month preceding the month in which the price is revised

B_o = fuel price on date of Quotation, taken from ITLB indices

B = fuel price during the month preceding the month in which the price is revised

M_o = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) on the date of the Quotation, taken from industrial output indices (excluding construction)

M = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) during the month preceding the month in which the price is revised

- For manned vehicles: $P = P_o \times ((0.4x S/S_o) + (0.1x B/B_o) + (0.3x M/M_o) + 0.2)$
- For unmanned vehicles and equipment: $P = P_o \times ((0,2x B/B_o) + (0,6x M/M_o) + 0,2)$

- For manpower (riggers, brigadiers, engineering etc): $P = P_o \times ((0,8 x S/S_o) + 0,2)$

This Price adjustment is automatically applied to pending Agreements or Quotations and is invoiced in addition to the initial Price.

Article 5. Day reports

5.1 Issue of Day reports

The Day report drawn up by the Service Provider contains the hours worked, the Services provided, and the Equipment used and will be presented to the (representatives of the) Principal at regular intervals for signature.

The Service Provider will always report the minimum hours per day, even if the actual hours worked were less than the minimum hours agreed, unless expressly agreed otherwise.

5.2 Approval Day reports

These Day reports must be approved by the Principal within five (5) working days of receipt. If the Principal makes no comments, complaints or protests, the Day report shall be deemed to have been irrevocably and unreservedly accepted by the Principal.

5.3 Good faith Service Provider

Only the representatives authorized by the Principal sign the Day reports. The Service Provider acts in good faith and is not obliged to check the signing authority of the representative. If an unauthorized representative has signed the Day report, this fact can never be held against the Service Provider, nor does it justify a suspension or non-payment of the Services.

5.4 Refusal to sign

If the (representative of the) Principal refuses to sign the Day reports without a valid and motivated reason, reason that should preferably be reported to the Service Provider by telephone immediately, and in any case always be mentioned in writing on the Day report as well, the Service Provider will be entitled to suspend the performance of the service until this matter has been properly resolved, without the Service Provider being liable to pay any compensation for delay.

The Day reports prepared by the Service Provider are - signed or unsigned - the only basis for invoicing.

5.5 Remarks

All remarks by the Principal should preferably be reported immediately to the Service Provider by telephone and/or by email, within eight (8) calendar days after the Day reports have been drawn up. After these eight (8) days, comments are no longer admissible.

The Principal is never allowed to make changes to the Day reports as drawn up by the Service Provider to cross out texts or to manipulate the document in any way.

5.6 Discrepancies

In the event of differences and/or discrepancies in the registration of hours worked, services rendered, and Materials used, the Day report of the Service Provider will always take precedence over any reporting system of the Principal and the Day report of the Service Provider - signed or unsigned - will be the only basis for invoicing.

5.7 Other services

If the Day reports contain services other and/or additional than those originally agreed in the Order Confirmation and/or Quotation, these Day reports take precedence over the Order Confirmation and/or Quotation to the extent that they contain different services and provisions.

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5.8 Absence of Day report

The absence of a Day report can never give rise to the suspension of payment or non-payment of the service. The provisions of the Quotation and/or Order Confirmation apply in full.

5.9 Invoicing

In the absence of comments on the Day reports within five (5) working days, the Service Provider shall prepare an invoice corresponding to these Day reports.

Article 6. Payment conditions

6.1 Acceptance of the invoice

If the Principal has not filed any comments, complaints, or objection within the invoice shall be deemed to be irrevocably and without reservation accepted by the Principal. Complaints made eight (!) calendar days or later after receipt of the invoice by the Principal are no longer admissible. If a part of the invoice is protested, the protest must clearly state which part of the invoice is protested and the amount to which the protest relates. Although the invoice remains due and payable in its entirety irrespective of the protest, the Principal undertakes, in the event of a partial protest, to pay immediately at least the amount not protested or the amount corresponding to the part not protested, in accordance with these General Service Conditions, without this payment in any way detracting from the due and payable nature of the other parts and amounts and from the applicability of the General Service Conditions to them.

6.2 Partial payments

Partial payments shall be applied first to the collection costs, then to the damage clause, the interest due and finally to the outstanding principal, with priority being given to the oldest outstanding principal.

6.3 Payment term

Aertssen Kranen' invoices are payable in cash within thirty (30) days of the invoice date at Aertssen Kranen' registered office, unless explicitly agreed otherwise.

If Aertssen Kranen needs to obtain approval and/or information (PO number, ...) from the Principal in order to issue its invoice validly and correctly, the Principal is obliged to provide this data to Aertssen Kranen within five (5) working days, failing which the invoice can be drawn up legally by Aertssen Kranen with the available information.

All deadlines of acceptance procedures or verification procedures to check the conformity of the service and/or invoicing by Aertssen Kranen are an integral part of the aforementioned maximum payment period.

It is the Principals' responsibility to ensure that his payment systems are compatible with the possibilities for Aertssen Kranen to receive payments. Failure to do so (whether new systems are introduced) shall in no way release the Principal from his obligation to pay.

All possible payment costs, bank charges or commissions shall be borne by the Principal.

Every payment payable by the Principal under an Agreement shall be made in full without any set-off or counterclaim howsoever arising and shall be free and clear of, and without deduction, or withholding for or on account of, any amount which is due and payable to the Service Provider under the Agreement. In the event the Principal is required by law to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by the Principal shall be increased to the extent necessary to ensure that the Service Provider

receives a sum net of any deduction or withholding equal to the sum which the Service Provider would have received had no such deduction or withholding had been made or required to be made.

6.4 Late payment

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

- All amounts owed to the Service Provider, including amounts not yet due, shall be legally due and payable without any notice of default.
- Any delay in payment will give rise to the application, by operation of law and without notice of default, of interest on arrears at a rate of 1% per month from the due date, capitalized monthly.
- Each delay in payment shall also give rise, ipso jure and without notice of default, to a fixed compensation of 10% of the outstanding balance, with a minimum of €125. The awarding of this reasonable compensation of 10% does not exclude the awarding of any judicial compensation or any other proven recovery costs.
- the Service Provider shall no longer be obliged to carry out (further) performance and may suspend all work immediately and without prior notice.
- All permitted payment terms expire, and the Service Provider may decide to continue the Agreement only under the strict condition that the price owed is paid in full before proceeding with the Agreement.

In the event of minor defects which Parties have agreed that the Service Provider shall remedy within a reasonable period of time, the Principal is not entitled to make payments conditional on the remedy of these defects.

6.5 Right of retention

The Principal explicitly waives any right of retention that it might have on the goods, equipment and materials, irrespective of the reason and the legal relationship between the Parties, in which case this right of retention would have arisen.

6.6 Debt comparison

The Principal expressly waives its right of set-off against the Service Provider, whereby the Parties expressly deviate from article 1291 old Civil Code / article 5.254 et seq. of the Civil Code. Therefore, the Principal is never permitted to offset the invoices of the Service Provider against claims that it may have against the Service Provider, even if these are related to the Agreement and even if they are certain, definite and due.

6.7 Cash discount

With the exception of explicit prior written confirmation by the Service Provider, a discount can never be charged in cash by the Principal.

6.8 Modification of payment terms JRP

In the event of judicial reorganization on the part of the Principal, the Service Provider reserves the right to perform services only against cash payment, or to require payment in advance, or to determine modified payment terms, or to suspend performance if the Principal also suspends its contractual obligations.

Article 7. Obligations of the Principal

7.1 Obligations

The Principal is in all cases, without this enumeration being limited, responsible for, among other things:

- to obtain the mandatory safety regulations.
- the correctness, accuracy and completeness of the information and documents provided by him.
- the registration procedures to be respected.

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- If applicable: the appointment of an environmental coordinator.
- the coordination and harmonization of services between the various subcontractors on the Site.
- to obtain the administrative obligations of all kinds, including environmental permits, investigation of the suitability of the soil (and related costs of restoration if the Site is impassable and/or the carrying capacity of the Site is insufficient), all required permits for the assembly, use, operation and dismantling of the Equipment. If the works take place on public property (roads, car parks, etc.), the Service Provider can only commence the provision of Services if a valid permit can be presented, the KLIP and KLIM applications were made, and the necessary road signaling is in place in a legally valid manner.
- the connection, disconnection and consumption costs of gas, water and electricity.
- necessary demolition, cutting, propping and repair work to structures or otherwise.
- costs caused by vandalism or any external calamity.
- shielding and monitoring of the Site.
- the provision of safety-, canteen- and sanitary facilities in accordance with the current legislation.
- costs resulting from the discovery/removal of materials containing asbestos or costs associated with carrying out soil research into the presence of asbestos in the soil.
- any costs caused by the Site conditions and/or activities that result in contamination of the Service Providers Equipment.
- the inspection of materials, equipment and resources that are not used by the Service Provider, and the costs of those inspections;
- the performance of soil-related investigations including, but not limited to, geotechnical investigations, environmental investigations, investigations into underground works or facilities.
- the taking of provisions or measures for the prevention of noise nuisance, damage to the environment, encroachments, installations, data carriers, cables, pipes and pavements.
- the suitability of the Site, in particular for:
 - the responsibility for a KLIP and/or KLIM application, the further communication and making the plans available to the Service Provider.
 - the checking for underground wells and/or (water) pipes or (height) obstacles. If these exist, this must be confirmed in writing by the Principal to the Service Provider in good time. With regard to high-voltage pipelines, the Principal has the duty to report.
 - creating a suitable access road to the Site where the Equipment will be installed.
 - creating sufficient space for positioning the Equipment so that the work can be carried out in a safe and smooth manner.
 - the permission for, the setting up of and the enforcement during the period of the works of all necessary diversions, signalization, the demarcation of the unloading, working and loading zones and parking prohibitions.
 - the presence of the necessary equipment and safety provisions.
- the timely and swift submission of all correct appropriate data to allow the Service Provider to perform the Work in accordance with the requirements and, where applicable, can prepare the lifting sketch, the lifting plan and the lifting project.
- the review, approval, signing and returning the lifting sketch, the lifting plan and the lifting project. In the event that the Client fails to do so and the Service Provider

proceeds to carry out the work, the lifting sketch, plan and project will be deemed to have been approved by the Principal.

- the provision of all guarantees in favor of third parties in connection with the execution of the Agreement.
- the timely provision to the Service Provider of correct and sufficient information on all specific characteristics, properties and requirements of the Load, the Services and the Site.

7.2 Suitability of soil

The Principal specifically assumes responsibility for making all requests relating to the suitability of the subsoil in good time, under its responsibility, and for providing this information to the Service Provider. The suitability of the subsoil includes (all plans relating to) the location of cables, pipes and high voltage cables (including the KLIP and/or KLIM application) and, if useful and/or necessary, to carry out the necessary probing.

Consequential damage, delay damage and additional costs as a result of not diverting, closing or not making pipes, cables, high-voltage cables, sewers, underground structures, etc., clearly visible will be charged in full to the Principal.

7.3 Inspection of Equipment

The Service Provider is responsible for the required statutory inspections of the Equipment deployed by a recognized inspection body. The Principal must give the inspection body sufficient opportunity and time to carry out the inspection during normal working hours. If the statutory inspection cannot take place within the legal term due to the fault of the Principal or a circumstance that should be for the account of the Principal, the Principal is obliged to compensate the Service Provider for all damage suffered by the Service Provider as a result.

The time required for the inspection by the inspection body can never be regarded as a delay in the performance of the Services that would make the Service Provider liable for compensation. The Principal is not entitled to any compensation for the period of time required for an inspection.

7.4 Access to the Site

The Principal shall be solely responsible for the unhindered access of the goods, Equipment and personnel to the Site during the entire performance period of the services. It is the sole responsibility of Principal to ensure that the Site is safe and easily accessible and passable, and to provide the necessary signs. The ground must also be sufficiently firm and stable to enable transport, safe erection, etc.

As long as the aforementioned requirements have not been met, the Service Provider will be entitled to suspend the performance of the Work until such time as these requirements have been met, without the commencement of the work implying an acknowledgement that the subsoil is sufficiently firm and stable.

The costs caused by any delays as a result of inaccessibility or inaccessibility will be recovered from the Principal. The Service Provider will fully recover from the Principal all additional costs that are a consequence of this inaccessibility, such as non-exhaustive additional preparatory actions and damages for immobilization of the Equipment and personnel, for loss of profit and for disruption of the planning.

Materials (bulkheads, driving plates, etc.) that may be supplied by the Principal in this connection do not in any way reduce this obligation of the Principal as laid down in the Contract Documents.

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The Principal expressly acknowledges that Service Provider is not obliged to conduct a prior investigation of the condition of the Site. The delivery, installation, use of the Equipment or the commencement of the Work by the Service Provider cannot be regarded as an acceptance of the condition of the Site.

7.5 Safety

The Principal will ensure that the working conditions at the Site, in particular with regard to health and safety, are fully in accordance with the applicable laws and regulations in this respect. It is the responsibility of the Principal to inform and keep the relevant prevention advisor informed in good time.

7.6 Attendance registration

If the Services referred to in this Agreement are subject to the attendance registration by application of Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Principal shall ensure that the Service Provider is informed in time of this obligation and of the NSSO (National Social Security Office) workplace number and the Principal shall make the registration system available to the Service Provider. The Principal shall also ensure that the Service Provider is already registered in the NSSO database at the correct workplace.

7.7 Sanctions

In case the Principle fails to comply with the provisions of this article, and without prejudice to the other provisions of these General Service Conditions, the Service Provider shall be entitled to charge all damage, including but not limited to all damage, fines, costs, disadvantages of whatever nature as a consequence of such non-compliance that is incurred due to the Lessee, who shall compensate such damage in full, without prejudice to the other rights and remedies made available to the Service Provider enjoys in accordance with these General Service Conditions and/or the law.

Article 8. Execution

8.1 Planning and execution terms

In the absence of a schedule, the commencement date and the execution period shall be determined in joint consultation. Delays, caused beyond the control of the Service Provider, can never give rise to compensation at the expense of the Service Provider.

The Service Provider shall be entitled to recover the damage suffered as a result of the delay from the Principal.

Unless otherwise stipulated in writing, the stated commencement and execution terms are intended purely as guidelines and are therefore never binding.

Only in the event that the Agreement provides for a penalty or lump-sum compensation for delay/time violation and these provisions are explicitly agreed in writing with the Service Provider, the following applies at all times:

- A penalty or lump-sum compensation is only payable if the Principal demonstrates that the exceeding of the term is attributable to a culpable error that is ONLY attributable to the Service Provider. However, if the delay/period being exceeded could have occurred even without the fault of the Service Provider, then the Service Provider's liability is fully excluded.
- The Principal must demonstrate that it has itself suffered direct and material damage as a result of the delay/period being exceeded.
- The Principal must declare the Service Provider in default immediately and in writing, no later than twenty-four (24) hours after the expiry of the performance period, in default

of which the right to a payment or sanction or other measure will also lapse on account of exceeding the period.

- The total amount of the penalty and/or compensation for exceeding the term can never be more than one time the daily price of the services (excluding VAT).
- If a penalty or compensation is payable, payment thereof shall have a liberating effect and such payment shall exclude any other form of compensation and/or sanction on account of the failure to meet the deadline.

8.2 Independence

The Service Provider performs the work as an independent subcontractor.

The Principal has no say in the selection, dismissal, supervision or control of the Service Provider's Services, representatives, employees or subcontractors, nor does the Principal have any right to direct or control the Service Provider in the manner of performance or the means of achieving the desired result, except as provided for in article 8(3).

The Service Provider is responsible for the quality of the work carried out and the materials used and guarantees that these will be of good quality in all respects.

The Service Provider assumes full and exclusive responsibility and liability for the payment of compulsory wage taxes and all compulsory social security and other contributions imposed by law and agrees that any subcontractor performing any part of the work shall assume the same responsibility and liability in relation to that subcontractor's employees.

8.3 Personnel of the Service Provider

The Personnel of the Service Provider shall, in exceptional circumstances, follow the instructions of Principal at the Construction Site insofar as these are necessary for the actual performance of the work. These technical or practical instructions relate exclusively to:

- the planning of the work to be carried out.
- the circumstances, procedures and work methods of the Principal, which must be considered in order to fulfil the assignment.
- the specific characteristics, properties and requirements of the work and the Site.
- access to the Site and/or facilities of Principal necessary for the performance of the Agreement.
- use of goods, facilities and/or infrastructure of the Principal, necessary for the performance of the Agreement.
- all matters concerning safety and health, for the execution of the works.

These instructions do not in the least imply any undermining of the Service Provider's authority as an employer and do not in any way affect the liability of the Principal.

8.4 Authority over the personnel

The personnel of the Service Provider shall always remain under the authority, management, supervision and responsibility of the Service Provider and shall at no time be considered employees or appointees of the Principal. The Principal will in no way be entitled to exercise over the Service Provider's personnel any authority that is normally vested in an employer.

In accordance with article 31 (1), second and third paragraph of the Act of 24 July 1987 on temporary work, temporary agency work and the hiring out of employees for the benefit of users, the Parties acknowledge and accept that compliance by the Service Provider with its obligations concerning well-being at work, as well as the instructions that would be given by the Service Provider for the provision of Services and/or Equipment,

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cannot be considered as any exercise of authority by the Service Provider over the personnel that the Principal would deploy.

8.5 Contact person

In order to allow the Service Provider to give any instructions within the framework of the provisions of the Act of 24 July 1987, the Principal appoints a person as a contact person for the Service Provider. This central contact person then takes care of the instructions to the Service Providers personnel regarding the correct provision of Services. In the event of the inaccessibility or absence of this person, the Principal shall immediately inform the Service Provider thereof and the Principal shall appoint a replacement contact person.

8.6 Sanction

The Principal shall ensure that the subcontractor it appoints designates its own responsible person on Site.

If the Principal fails to comply with the provisions of this article, and without prejudice to the other provisions of General Service Conditions, the Service Provider will be entitled to pass on any damage, including but not limited to all damage, penalties, costs, losses of any nature whatsoever as a result of this non-compliance, to the Principal, who will compensate the Service Provider in full, without prejudice to all other rights and remedies available to the Service Provider under these General Service Conditions or by law.

Violation by the Principal of the obligations described in this article always entitles the Service Provider to terminate all agreements concluded between the Parties regarding the provision of Services with immediate effect, without the Service Provider being obliged to pay any compensation.

In case of labour on a cost- plus basis, the verification of the hours worked is done for invoicing purposes only.

Article 9. Intellectual property rights

The engineering work, the plans and calculations are based on the current state of the art, the engineering concepts and the Equipment of the Service Provider. The results of this work (including designs, drawings, lifting plans, software, documentation and all other materials) as well as the rights thereto shall remain the exclusive property of the Service Provider, unless expressly agreed otherwise in writing.

The Principal only acquires a non-exclusive and non-transferable right to use these results for the agreed purposes, to the exclusion of all other purposes. The delivery of products and/or Services does not result in any transfer of the intellectual property rights to those products or (the results of those) Services.

These results may not be reproduced or used by a third party or passed on to a third party for any reason or made public without the express written consent of the Service Provider.

The Principal shall not remove or change indications of the Service Provider or its suppliers regarding intellectual property rights (including copyrights, brands or trade names).

The Service Provider is not responsible for infringements on the rights of third parties if and to the extent that the products and/or (results of) the services have been changed, if these were provided in accordance with the instructions of the Principal and/or if these were provided in connection with goods of third parties.

Article 10. Changes to the original order

Any change, addition or omission relating to the order as described in Quotation/Order Confirmation/Agreement must be agreed in writing. In the absence of such written agreement, there shall be an irrefutable presumption of consent to the performance of such work by the mere execution thereof. If the

Principal does not respond to any written change proposals of the Service Provider within three (3) days after they have been sent, these new changes will be deemed to have been accepted.

Modifications at the request of the Principal are charged on a time and materials basis or at a fixed price.

If the Principal issues an assignment to carry out additional work without the Service Provider being aware of all the relevant information at the time of the Quotation, the Principal accepts to compensate the Service Provider for any extra work resulting from this information coming to its attention at a later date. Any extra work arising from this unknown relevant information will be charged at direction.

Article 11. Insurance

11.1 CAR (ABR) insurance

If the Client has taken out a CAR insured under this policy, the Service Provider shall be included as co-insured under this policy.

11.2 Other insurances

- The Principal undertakes to take out a civil liability insurance policy towards third parties.
 - This third-party liability insurance covers, in addition to the usual insurances, the liability of the Principal as incidental ordering Party/Principal of the operational personnel as defined in article 1384 of the Civil Code.
 - The coverage of this policy is also extended to damage caused to third parties by any fixed or movable construction site- and hoisting equipment and other materials, irrespective of their technical (lifting) capacity/limitations.
 - The 'driving risk' in this policy should also be insured if the Equipment rented does not bear registration plates. (non-immatriculated rented Equipment).
- The Principal further undertakes to take out all other necessary and useful insurance policies.

All insurance policies must be taken out with a waiver of recourse towards the Service Provider and its affiliated companies as stipulated in article 1:20 of the Companies and Associations Code, as well as their respective directors, their representatives, appointees or executive agents, subcontractors.

11.3 General insurance provisions

All insurance policies will be taken out with creditworthy and reliable companies.

11.4 Submission of copies of policies/insurance certificates

At the Service Provider's simple request, the Principal shall submit, if in place, a copy of the CAR policy and insurance certificate of the other policies as well as proof of payment of the premiums. Aertssen Kranen shall immediately, directly and in writing be notified by the Principal's insurer of any change, suspension, cancellation or termination of the guarantees in the policies.

Article 12. Completion - final acceptance

The Service Provider indicates when the work is completed and for that purpose offers a Day report for signature by the Principal.

The Principal states any visible defects on the Day report. The Day report is signed by both the Service Provider and the Principal. If the Principal refuses to sign the Day report, the reason for not signing will be stated. Minor visible defects or minor imperfections cannot prevent delivery.

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The Service Provider will repair small imperfections/visible defects within a reasonable period. However, this repair obligation of the Service Provider only extends to the Services that the Service Provider has performed and only means that the Service Provider can proceed to repair or replace the performed Services that are defective upon delivery. Any other form of compensation, sanction or remedy is expressly excluded.

The obligation of repair lapses automatically if the Principal itself, or a third party, has carried out work (or had work carried out) on the works carried out by the Service Provider without the prior written consent of the Service Provider.

During this repair period, the Principal is responsible for the maintenance, control and inspection of the works carried out, as well as for the other tasks necessary for the preservation of the works carried out.

Article 13. Publicity

Aertssen Kranen is always entitled to take photos, videos, films and visual material of its work delivered for the Principal and to use and distribute them for publicity purposes, as well as to refer to the Principal, unless this is explicitly excluded in writing by the Principal.

Article 14. Contractual shortcomings

14.1 Contractual shortcomings Principal

Contractual shortcomings on the part of the Principal shall be reported by the Service Provider to the Principal. The Principal must provide his complete and adequately reasoned defence in writing to the Service Provider within eight (8) calendar days after this notification and make all appropriate observations in this respect. The Principal shall also make proposals to rectify the shortcomings. If the Principal does not respond in writing within eight (8) calendar days after the notification by the Service Provider, the Principal is irrefutably considered to agree with the contents of the notification.

14.2 Contractual shortcomings Service Provider

Contractual shortcomings on the part of the Service Provider shall be reported to the Service Provider by the Principal in writing within eight (8) calendar days. The Service Provider shall, within eight (8) calendar days after such report, submit in writing to the Principal its complete and adequately motivated defence, making all appropriate observations. The Service Provider shall also make proposals to rectify the shortcomings.

Article 15. Liability

15.1 Liability of the Principal

The Principal bears all consequences of claims due to excessive nuisance on the basis of article 544 old Civil Code / article 3.101 Civil Code and can under no circumstances hold the Service Provider liable or claim compensation.

The Principal shall be liable for all errors, defects, imperfections, miscalculations, wrong assumptions, omissions, delays and other contractual defaults attributable to it. The Principal shall fully compensate all damages and all other adverse consequences, foreseeable or unforeseeable, suffered or experienced by the Service Provider or third parties and based directly or indirectly on such errors, defects, inadequacies, miscalculations, omissions, negligence, delays and other contractual defaults.

The Principal also waives all claims against the Service Provider for standstill or reduced productivity, among other things due to force majeure, and in any case due to:

- storm, wind, fog.
- lightning strike.
- flooding, high or low water.
- frost, freezing, icing.
- (danger of) (civil) war, hostilities, invasion, act of foreign enemies, major military operations and mobilization.
- insurrection, rebellion and revolution, military or usurped power, act of terror, sabotage or piracy.
- monetary and commercial restriction, embargo, sanction.
- government measures.
- riots, sabotage, strikes, lockouts.
- traffic disturbances.
- lack of manpower.
- quarantine, epidemic, pandemic, illness of operational personnel.
- fire, explosion.
- subsidence, collapse, flooding.
- closure or delay at border posts, delay in stations or toll services.
- defects in the Equipment.
- theft, vandalism, acts of third parties.

This list is not exhaustive.

The temporary suspension of the work due to force majeure entails that the originally planned execution period is extended by the period equal to the suspension period, plus the time required to restart the work.

The destruction or damage of the work performed due to coincidence or force majeure, or as a result of the own fault of the Principal or persons or parties for whom it is responsible, shall never be the responsibility of the Service Provider.

15.2 Liability of Service Provider

In particular, the Service Provider shall never be liable for damage that is not attributable to it.

The Service Provider shall only be liable for damage resulting from its proven fault or that of its employees and/or its subcontractors.

The Service Provider shall stipulate all statutory and contractual rights that it may invoke to defend its own liability, also for the benefit of all those including both subordinates and non-subordinates - who are involved in the performance of the Agreement and for whom it is liable by law.

15.3 Liability of Equipment

With regard to the Equipment, the Service Provider will be liable subject to the following limitations:

- if the Equipment does not comply with the agreed specifications/quality requirements. The Service Provider's liability is limited to replacing the Equipment.
- If the Equipment and/or the crane operator/ executive staff are not available at the agreed time. The Service Provider's liability is limited to replacing the Equipment and the crane operator/ executive staff.

Notwithstanding the above, the manufacturer's/supplier's warranties apply to the Equipment. The warranties of the Service Provider in this regard do not go beyond those of the relevant manufacturer/supplier.

15.4 Limited liability property and personal injury

The Service Provider's liability is explicitly limited to direct material property damage and personal injury to the personnel of the Principal, caused by a demonstrable defect to the Equipment and/or by a culpable error, intent and/or gross

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negligence on the part of the Service Provider. However, if the damage could also have occurred without the fault of the Service Provider, the Service Provider's liability is excluded.

The burden of proof in connection with liability for damage attributable to the Service Provider shall rest with the Principal. If the Service Provider's liability for damage is established by all means of law, the Service Provider's liability shall be limited to the amount paid, if any, under its liability insurance policy.

In any event, the Service Provider's liability shall in all cases be limited to what will actually be paid under its civil liability policy, with an absolute maximum of €5,000,000, whereby the lower of these limits shall apply.

The Service Provider explicitly exonerates itself for any damage that exceeds the amount paid by the insurance.

An insurance certificate will be provided to the Principal upon first request. The Principal acknowledges knowing and accepting the contents of this policy, including the general and special policy conditions.

The Principal agrees to respect the confidentiality of this document.

The Service Provider shall be entitled to have the damage assessed by an independent industry expert of its choice.

The Principal must report any claim for damages immediately and confirm it in writing to the Service Provider within forty-eight (48) hours of its determination.

In the event of non-compliance with the aforementioned terms, the Principal's right to compensation shall lapse automatically and ipso jure.

15.5 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;
- which was unforeseeable at the time of the conclusion of the contract;
- which is not attributable to the debtor; and
- the debtor has not assumed this risk.

In any case, the Parties will continue to honour their commitments in the course of the renegotiations.

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

- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, equipment and energy as a result of a war, embargo or other international economic sanctions, strike, epidemics, pandemics, a general structural market distortion, major changes in exchange rates,...
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies 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, it must report these facts to the other Party in writing within five (5) working days.

The Parties shall start the negotiations within ten (10) working days after sending the written notification and shall conduct them 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 refusal or failure of the renegotiations within a reasonable time, the Parties may, through alternative dispute resolution, or through 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 the contract was concluded 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 by the courts.

15.6 Prescription

Without prejudice to the applicable limitation periods, any claim against the Service Provider shall lapse one (1) year after the discovery of damage, shortages and/or defects, or in the event of a dispute in this respect, one (1) year after the invoice date, unless the law provides for a shorter period.

15.6 Waiver of Recourse

The Principal, as well as its insurers, waive any recourse against the Service Provider to obtain compensation for the financial consequences of any indirect and/or immaterial damage claim by the Principal the Principal's personnel or third parties and indemnify the Service Provider and its insurers against any claim made by third parties concerning the aforementioned damage.

15.7 Exclusion of liability

The Service Provider and/or its subcontractors/suppliers can never be held liable for any indirect and/or immaterial damage suffered by the Principal, the Principal's personnel or third parties, such as: loss of profit, loss (of clients), loss of goodwill, business stagnation, etc...

Article 16. Termination of the Agreement

The Principal shall immediately notify the Service Provider in writing of any fact or circumstance as described below that could give the Service Provider the right to terminate the Agreement.

16.1 Concursus creditorum and insolvency

In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement.

Such termination shall be notified in writing to the Party concerned or their legal successors.

It does not give any right to compensation to the Principal.

On the other hand, in the event of such termination, the Service Provider shall be entitled to the flat-rate compensation as provided for in these General Service Conditions.

16.2 Netting

In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.

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This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to object to the debt comparison carried out by the Parties.

16.3 Breach of Agreement - dissolution

If the Principal is in default in the performance of the Agreement, such as, among other things, defaults contrary to the provisions of the General Service Conditions, and if the Principal has not notified the Service Provider of a timely and lawful defense or has not sufficiently remediated its default within eight (8) calendar days of establishing the default, the Service Provider is entitled to terminate the Agreement or a specified part of the Agreement immediately and without further notice of default. It will notify the Principal in writing that it is making use of this option. All costs related to this dissolution shall be borne by the defaulting Principal. Such dissolution does not entitle the Principal to any compensation.

16.4 Flat-rate compensation

If the Service Provider terminates the Agreement because of a contractual breach on the part of the Principal as laid down in these General Service Conditions or on the basis of common law, the Service Provider shall be entitled, ipso jure and without notice of default, in addition to his right to be paid in time for all Services rendered and the costs associated with the termination, to liquidated damages amounting to 20% of the total Quotation price, subject to the right to a higher compensation if the Service Provider proves a greater real loss, since the Parties recognize and record that the Principal, due to the circumstances justifying the unilateral termination, remains in definitive and irrevocable breach of its obligations.

16.5 Interruption of the order by the Principal

In the event of a unilateral termination, the Principal must pay 20% of the Price of the Work still to be performed, without prejudice to the Service Provider's right to prove a higher fee and without prejudice to the Principal 's obligation to pay the Price of the Work already performed, the costs already incurred and any consequential loss, in short to reimburse the Service Provider for all damage and costs.

In addition, the Service Provider has a right of retention on the work performed as long as the Principal has not compensated him.

Article 17. Cancellation of the order

17.1 Cancellation by the Principal

With the exception of deviating provisions in the Quotation and/or Order Confirmation, the Principal can only cancel the order if:

- the cancellation is notified no later than 2:00 pm three (3) weeks before the day on which the Service Provider would start the work, unless a crawler crane has to be used. In such a case, the order can no longer be cancelled.
- the cancellation is notified no later than 2:00 pm six (6) weeks before the day on which the Service Provider would start the work.

In the event of non-compliance with these conditions, the Principal will owe the full Price as determined in the Quotation, including the costs arising from the cancellation (all costs already incurred: drawings, plans, mobilization, demobilization, stand-by), unless otherwise stated in the Quotation and/or the Order Confirmation.

This list of possible costs is not exhaustive.

The cancellation must be made in writing. The date of receipt of this letter by the Service Provider is considered the date of cancellation.

17.2 Cancellation by the Service Provider

The Service Provider reserves the right to cancel the order for any valid reason at any reasonable time before the agreed starting time/date. In such event, the cancellation will be notified in writing before the agreed starting time/date.

The Principal is not entitled to any compensation.

Article 18. Protection of Personal Data

18.1 GDPR

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

18.2 Controller

The Service Provider collects and processes the personal data that the Service Provider receives from the Principal for the purpose of executing the agreement, customer management, accounting, any disputes and direct marketing activities.

18.3 Legal basis

The legal grounds are the performance of the contract, the fulfilment of legal and regulatory obligations and/or the legitimate interest.

18.4 Appropriate measures

The Service Provider has taken appropriate measures to guarantee the privacy and security of the personal data. The Service Provider shall only pass on these personal data to processors, recipients and/or third parties insofar as this is necessary in the context of the aforementioned processing purposes.

18.5 Responsibility of the Principal

The Principal bears responsibility for the correctness of the personal data that it provides to the Service Provider, guarantees that it has sufficient legal grounds to pass on the personal data to the Service Provider and undertakes to comply with the General Data Protection Regulation with regard to the persons from whom the Principal has transferred the personal data, as well as with regard to all possible personal data that the Principal may receive from the Service Provider and its employees.

18.6 Data Protection Notice

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

18.7 Rights of data subjects

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

Article 19. Translation General Service Conditions

These General Service Conditions were originally drawn up in the Dutch language.

With regard to translations of the present Conditions into all other languages, the Dutch text shall form the basis in the event of any misunderstandings regarding the verbal and substantive meaning, tenor, scope and interpretation of such translations, and the explanation and interpretation of the Dutch text shall prevail over that of any translation whatsoever. These General

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Service Conditions shall be communicated to the Principal in Dutch, French or English, as the Principal chooses.

Article 20. Disputes

20.1 Applicable law

The Agreement is governed exclusively by Belgian law, to the exclusion of any other rules applying the law of a jurisdiction outside Belgium.

20.2 Competent court

Any and all disputes relating to the conclusion, validity, interpretation and/or execution or termination of the Agreements shall be subject to the exclusive jurisdiction and competence of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 21. Nullity

If one or more provisions of the applicable conditions are, for whatever reason, declared unlawful, invalid, void or unenforceable, in whole or in part, this unlawfulness, invalidity or unenforceability shall not extend to the remaining Conditions. If applicable, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a lawful, valid, void and enforceable provision having a similar economic effect.

Article 22. Transfer of the Agreement

The Principal is forbidden to transfer in whole or in part to third parties the rights and obligations which it holds because of the Agreement, without the Service Provider's prior written consent.

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