



GENERAL TERMS & CONDITIONS FOR ENGINEERING WORK FOR THIRD PARTIES

15/03/2023

Definitions

The terms and phrases used in these General Terms & Conditions for engineering work for third parties, hereinafter referred to as "General Engineering Conditions" have the following meaning:

- **Services/Assignment:** the engineering works, which the Service Provider provides for the Principal.
- **Service Provider:** Aertssen Kranen nv.
- **Principal:** the Client, the natural or legal person from whom the Service Provider receives the Assignment to perform the engineering works.
- **Parties:** The Service Provider and the Principal.

Article 1. Applicability

1.1 Applicability

These General Engineering Conditions form a contractual document and apply to the formation, content, performance, and termination of the Assignment (specifically engineering work) between the Parties, as well as all other legal transactions and legal relationships between the Principal and the Service Provider in connection with the object of the Assignment.

1.2 Arrangement General Engineering Conditions and other terms & conditions

By accepting the Quotation, the Principal also agrees to the application of these General Engineering Conditions.

Acceptance of these General Engineering Conditions also implies that the Principal fully waives the application of his own general terms & conditions.

Any remarks about the aforementioned General Engineering 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 Assignment or just before the start of the service/transport, 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 Engineering Conditions as attached to the Assignment.

- if the remarks or other terms and conditions are communicated before the acceptance of the Assignment, 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.

Article 2. Information provision by the Principal

2.1 Correct, accurate and complete information

The Principal is fully responsible for the correctness, accuracy, and completeness of the information that it provides. The Principal must inform the Service Provider about, among other things, all specific characteristics, properties and requirements of the Hoist, the Works, and the Site. This list is not exhaustive.

It is the responsibility of the Principal to inform the Service Provider about specific circumstances of the Yard, failing which the Service Provider shall not and cannot take these circumstances into account and shall not bear any responsibility therefor.

The Principal shall indemnify and hold the Service Provider harmless from any claim, in the broadest sense of the word, for which the Service Provider is sued by third parties for failure to comply with these provisions.

2.2 Liability Principal

Thus, the Principal will be held fully liable, if loss or damage is caused by the non-correctness, non-accuracy, or incompleteness of the information that it provides, to, among other things, the goods, the surroundings, the Service Provider, its employees, contractors, subcontractors, co-contractors and/or third parties in the broadest sense of the word. The Principal is obliged to, among other things, compensate and indemnify the forenamed natural persons or legal persons for all consequences caused by the non-correctness, non-accuracy, or incompleteness of the information that it provides.

It is the responsibility of the Principal to inform the Service Provider about specific circumstances of the Site, failing which the Service Provider must not and cannot take these circumstances into account and will not bear any responsibility for them.

The Principal will compensate and indemnify the Service Provider against any claim, in the broadest sense of the word, to which the Service Provider is held liable by third parties for disregarding these provisions.

Article 3. Liability and insurance

3.1 Exclusion of liability

The Service Provider and/or its subcontractors / suppliers are never liable for indirect or immaterial damage, such as, but not limited to, loss of income, loss of profit and consequential damage.

3.2 Limited liability

The liability of the Service Provider with regard to engineering activities for third parties is always limited to 100% of the price of the service provision, with as absolute maximum €250,000, unless the Service Provider itself performs the entire effective execution coupled to the engineering works. In the latter case, the General Service Conditions of the Service Provider shall apply (with the liability limitation contained and applicable therein).

3.3 Obligations Principal

For all other loss or damage of any kind whatsoever / non-covered risks and exemptions, without this list being exhaustive,

Document name	AK-Legal-COD-General terms & conditions for engineering work for third parties		
Version	2	Date	15/03/2023



it is expressly agreed that the Service Provider is not liable and that the Service Provider does not take out any insurance as standard. The Principal itself is fully responsible for the insurance of, among other things, the goods being handled, loss or damage to third parties, etc., with a waiver of recourse against the Service Provider and its affiliated companies.

3.4 Indemnification

The Principal therefore indemnifies the Service Provider, and the companies affiliated with the Service Provider as defined in article 1:20 of the Company and Associations Code, and their respective directors, their representatives, employees, servants, agents or subcontractors for all claims, costs, liabilities, etc. of any kind whatsoever, which exceed the liabilities mentioned above.

Article 4. Payment conditions

4.1 Acceptance of Invoice

If the Principal has not filed any comments, complaints, or objection within eight (8) calendar days of receiving the invoice from Service Provider, the invoice shall be deemed to be irrevocably and without reservation accepted by the Principal. Complaints made eight (8) calendar days or later after receipt of the invoice by the Principal are no longer admissible. If a part of the invoice is challenged, the objection must clearly indicate which part of the invoice is challenged and to what amount this query relates. Since the invoice remains fully due and payable, regardless of the objection, the Principal undertakes to pay at once, in the case of a partial objection, at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with these General Terms & Conditions, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of these General Terms & Conditions in this matter.

4.2 Partial payment

Partial payments are first allocated to the collection costs, then to the indemnity clause, the interest due and finally to the outstanding principal sum, with priority being given to the oldest outstanding principal sum.

4.3 Payment term

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

If the Service Provider 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 the Service Provider within five (5) working days, failing which the invoice can be drawn up legally by the Service Provider with the available information.

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

It is the Principal's responsibility to ensure that his payment systems are compatible with the possibilities for the Service Provider 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.

4.4 Late Payment

In the event of failure to pay on the invoice due date:

- all amounts due to the Service Provider, also the amounts that have not yet expired are legally immediately due and payable without any notice of default.
- any delay in payment shall automatically and without notice give rise to the application of an interest rate of 1% per month from the due date, to be capitalised automatically and immediately, without notice.
- any delay in payment shall automatically and without notice
- also give rise to a fixed compensation of 10% on the outstanding balance to be paid, with a minimum of €125. The award of this reasonable compensation of 10% does not exclude payment of any litigation costs nor of any other proven recovery costs.
- Service Provider is no longer obliged to (further) execution and can suspend all services immediately and without prior notice, without any compensation for the Principal.
- all permitted payment terms expire, and the Service Provider may decide to further execute the services under the strict condition that the price due is fully settled before delivery is made and/or services are provided.

4.5 Lien

The Principal expressly waives any lien that it could exert, irrespective of the motives and out of which legal relationship between the Parties this lien should have arisen.

4.6 Set-off

The Principal expressly waives its right to set-off in respect of the Service Provider, whereby the Parties expressly derogate from article 1291 et seq. of the (old) Civil Code / article 5.254 Civil Code. The Principal is therefore never permitted to set off Service Provider's invoices with claims that he may have against the Service Provider, even if these are related to the services and even if these are certain, definite, and due.

4.7 Cash Discount

Except for explicit prior written confirmation from the Service Provider, the Principal shall never be entitled to a cash discount.

Article 5. Protection of Personal Data

5.1 GDPR

The Service Provider undertakes to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors comply with this legislation.

5.2 Processing Personal Data

The Service Provider collects and processes personal data, that the Service Provider receives from the Principal, for the purpose of performance of the services, the keeping of client records, the accountancy, to manage any disputes and direct marketing activities.

5.3 Lawful Basis

The lawful basis for processing is the performance of the services, the fulfilment of legal and regulatory obligations and/or the legitimate interest.

5.4 Appropriate Measures

The Service Provider adopted appropriate measures to guarantee the privacy and security of the personal data. The Service Provider only transfers this personal data to processors, recipients and/or third parties as far as this is necessary for the purposes for processing.

Document name	AK-Legal-COD-General terms & conditions for engineering work for third parties		
Version	2	Date	15/03/2023



5.5 Liability Principal

The Principal is responsible for the accuracy of the personal data he provides to the Service Provider, guarantees to have a sufficient lawful basis to provide the personal data to the Service Provider and undertakes to comply with the General Data Protection Regulation with regard to the data subjects from whom the Principal has provided the personal data, as well as with regard to all possible personal data that the Principal would receive from Service Provider and its employees.

5.6 Data Protection Notice/Privacy Policy

The Principal undertakes to provide this information regarding the processing including reference to the Data Protection Notice/Privacy Policy to the data subjects.

5.7 Rights data subjects

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

Article 6. Disputes

6.1 Applicable Law

All Agreements concluded by Service Provider and all other obligations are subject exclusively to Belgian law, to the exclusion of provisions of private international laws or other rules that determine that laws of another jurisdiction outside Belgium are applicable.

6.2 Competent Court

All disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreements shall be subject to the exclusive jurisdiction and venue of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 7. General Stipulations

7.1. Intellectual property

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 these services (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 Customer 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 imply any transfer of the intellectual property rights on those products or (the results of) those services.

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

The Principal will not remove or change indications from 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.

7.2 Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void, or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void, and enforceable provision with a similar economic effect.

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