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GENERAL TERMS & CONDITIONS
FOR ENGINEERING WORK FOR THIRD PARTIES

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:

- **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.
- **Auxiliary Persons**: Any natural or legal person entrusted by the Service Provider with the performance, in whole or in part, of a contractual obligation entered into by the Principal, throughout the contractual chain, such as subcontractors, employees, directors, etc.
- **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.
- **Services/Assignment**: the engineering works, which the Service Provider provides for the Principal.
- **Service Provider**: Aertssen Lifting nv.

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.

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

- If this takes place at the time of the acceptance of the quotation or just before the start of the Services, 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 General Engineering Conditions, as attached to the current quotation.
- If the remarks or other conditions are submitted before the acceptance of the quotation, 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 Services 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. 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 site, failing which the Service Provider shall not and cannot take these circumstances into account and shall not bear any responsibility therefor.

Insofar as an engineering Assignment has been entered into with Aertssen Lifting and unless otherwise stipulated, Aertssen Lifting's responsibility with regard to engineering is limited to the preparation of a lifting sketch, consisting of a top view of the crane set-up, crane type, radius, jib length, maximum load and the details of the load.

In any case, Aertssen Lifting's entire engineering - whether it consists of a lifting sketch, a lifting plan or a lifting file - is prepared on the basis of the lifting guidelines supplied by the Principal. The Principal is deemed to have full knowledge of the construction/strength of the load to be handled/hoisted."

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.

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.

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

If the Service Provider 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 Principal will, as soon as it has been informed of this in writing: -transfer the defenses 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 policy or mandatory statute law.

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, 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, her Auxiliary Persons 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 Auxiliary Persons 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 more than eight (8) calendar days 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 Engineering 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 Engineering Conditions in this matter.

4.2 Payment term

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

If the Principal is a VAT-registered company, e-invoicing between two Belgian companies will be mandatory from January 1, 2026, in accordance with legal provisions. In this case, but also if other legislation imposes e-invoicing:

- Only an e-invoice is legally valid.
- All e-invoices will be sent and received exclusively via the Peppol network.
- The Principal undertakes to have a connection to the Peppol network.
- The Principal shall provide the Service Provider with the legally required invoicing details, as well as any additional details that it wishes to see included on the invoice, no later than five (5) days after the Services in order to draw up the electronic invoice.
- If the Service Provider is unable to draw up the invoice due to the failure to provide the necessary legally required information, the Principal shall be liable by operation of law and without notice of default for the interest and compensation referred to in Article 4.3 from the 16th calendar day after the Services.

4.3 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, 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 capitalised 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 Service Provider 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 Principal.

4.4 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.

4.5 Set-off

The Principal expressly waives its right to set-off in respect of the Service Provider, whereby the Parties expressly derogate from article 5.255 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.

4.6 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**.**

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 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 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.