

**GENERAL CONDITIONS for B2C (CONSUMERS) OF THE DIVISION
“INDEPENDENT GOODS SURVEYORS AND LABORATORIES”**

**affiliated to Voka - Chamber of Commerce and Industry of Antwerpen-Waasland, a non-profit organization
approved by its Board of Directors dated 24 June 2020**

1. Scope of application and binding force of the General Conditions

1.1. Assignments and orders for works, services and supplies (hereinafter the "Assignments") shall be accepted and carried out by any company that is a member of the above-mentioned Chamber of Commerce (hereinafter the "Supplier") only on the basis of an agreement concluded under these general conditions ("General Conditions"), unless there is an explicit deviation from these by means of a written agreement with the Supplier. If the parties explicitly deviate from these General Conditions or part thereof in writing for one or more specific Assignments, these General Conditions shall remain in force between the parties for the remaining provisions and for previous or subsequent quotations, Assignments and agreements.

1.2. These General Conditions shall be deemed to have been accepted by every consumer who grants Assignments to the Supplier (hereinafter referred to as the "Consumer") and was able to acknowledge these General Conditions prior to the conclusion of the agreement, which is presumed unless the contrary is proved. Without prejudice to Article 1.4, these General Conditions shall be deemed to govern all relations between the parties, not only with regard to the Assignment for which the General Conditions are communicated, but also with regard to all subsequent quotations, Assignments and agreements.

1.3. They apply to all services assigned by the Consumer to the Supplier and accepted by the Supplier, including, but not limited to, activities such as inspection, analysis, verification and related services and products, and the documents relating thereto drawn up by the Supplier as a result of his activities, regardless of the name of the record, report, certificate, attestation, etc. (hereinafter the "Records").

1.4. Without prejudice to Articles 1.1 to 1.3 inclusive, the Supplier and the Consumer may agree special conditions that more specifically determine the services assigned to the Supplier and supplement these General Conditions (hereinafter the "Special Conditions"). If any provision of these General Conditions conflicts with any provision of the Special Conditions, the provision of the Special Conditions shall prevail.

1.5. All restrictions on the content of the obligations or on the liability of the Supplier are also stipulated for the benefit of the bodies, employees, agents and subcontractors of the Supplier and the other legal entities of the same group.

1.6 If the agreement is concluded at distance within the meaning of Article I.8, 15° Code of Economic Law (hereinafter WER):

- the Consumer is only bound by the agreement if the information required by Article VI.45 WER has been provided to the Consumer, and
- the Consumer has a period of 14 days to revoke the distance agreement without stating reasons and without having to bear costs other than those stated by law (Article VI.50 § 2 and VI.51 WER), except in cases where this is excluded by law (Article VI.53 WER). The period starts to run according to the legal provisions (Article VI.47 § 2 and VI.48 WER). The legal consequences of the withdrawal are the ones determined by law (Article VI.50 to VI.52 WER).



In the case of such a distance agreement, the Supplier shall provide the Consumer with confirmation of the concluded agreement on a durable medium within a reasonable period of time after the conclusion of the agreement, and at the latest upon delivery of the goods or before the performance of the service begins.

2. Scope of the Assignment

The acceptance of an Assignment by the Supplier shall exclusively bind the Supplier to that Assignment, and shall not bind him to accept subsequent Assignments or to execute subsequent Assignments subject to the same General and/or Special Conditions (including the price), unless the Special Conditions of the earlier agreement explicitly provide otherwise.

3. Content and terms of the Supplier's commitment

3.1. Applicable specifications

The Supplier shall perform the work with all reasonable care and skill and in accordance with the agreed Assignment and/or the specific instructions agreed between the Consumer and the Supplier. In the absence of such instructions, the Supplier shall act in accordance with (i) the relevant trade custom, usage or practices; and/or (ii) the methods which the Supplier deems appropriate on the basis of technical, operational and/or financial motives.

3.2. Documents

Documents that the Supplier would receive regarding the legal relationship between the Consumer and third parties or other documents of third parties, such as (copies of) purchase or work contracts, letters of credit, transport documents, etc., are only considered as information, without extending or limiting the scope of the services or obligations as agreed between the Consumer and the Supplier or as determined in accordance with Article 3.1. above.

3.3. Outsourcing of Assignments

The Supplier is authorised, whether at the Consumer's request or not, to conclude an agreement with a third party at the Consumer's expense for the execution of the Assignment.

3.4. Suspension of execution

The obligations of the Supplier shall be automatically suspended for as long as the Consumer fails to fulfil the obligations pursuant to Article 4. They may also be suspended without notice of default if the Consumer is in arrears in payment to the Supplier regardless of whether this payment relates to the same or another Assignment, or fails to fulfil any other obligation towards the Supplier.

If the Consumer becomes subject to seizure or insolvency proceedings, the Supplier may make the execution of the Assignment subject to prior payment of the price and costs, even for the Assignments for which an agreement has already been concluded and that does not provide for this. This suspension may not only mean that no new services will be provided, but also that the permission for the use of goods, data or Records made available by the Supplier will be suspended.

3.5. Storage of samples

The Supplier shall not be obliged to store samples, unless this has been expressly agreed, and then only during the agreed period. In the absence of such an agreed storage period, the Supplier shall be entitled to destroy the samples or have them destroyed.



3.6. Content and scope of the Records

The Records are drawn up on the basis of (i) the Supplier's models and (ii) the facts, circumstances, documents and/or samples supplied by or in the name of the Consumer or reasonably determined by the Supplier at the time of the intervention and (iii) within the agreed limits set by Article 3.1. The Supplier shall not be obliged to refer to or record any facts or circumstances that fall outside the agreed Assignment. Any update of a Record does not form part of the Assignment and assumes that an additional Assignment has been agreed to that end.

The Records that are drawn up due to the analysis of samples only contain the Supplier's opinion on these samples and not on the batch from which these samples originate.

If the Supplier witnesses an analysis of samples at the premises of the Consumer or of a third party, the Assignment of the Supplier is limited to confirmation that the sample in question has been analysed, and the Assignment does not extend to, among other things, the accuracy of the analyses, the results or the equipment used.

The Supplier shall not be liable to the Consumer or to third parties for any inaccuracies in the communications or Records that are caused by the inaccuracy, the lack of clarity or the misleading nature of the information provided to the Supplier.

3.7. Use of the Records by the Consumer

Unless otherwise agreed in writing, the Records are always exclusively addressed to the Consumer himself and are not addressed to third parties. It is solely the Consumer's own responsibility to decide whether or not any action may or must be taken on account of the findings made.

If the Consumer brings a Record to the attention of a third party, this must always be presented in its entirety and only be presented in the context thereof, and it may not be presented as a statement by the Supplier to that third party.

3.8. Scope of the obligation of the Supplier

The Supplier's obligation to perform the services is a best-efforts obligation and is limited by the restrictions specific to the subject matter of the Assignment, the restrictions imposed by an authority that can reasonably be assumed to be so empowered and the restrictions resulting from an event beyond the Supplier's reasonable control. The Supplier can therefore not be held liable for the total or partial non-execution of its Assignment as a result of any of these restrictions or events including the Consumer's failure to comply with his own obligations under the agreement (these General Conditions included).

The Supplier does not act as an insurer, nor as a guarantor regarding the characteristics of the products, services, data, processes or activities of the Consumer to which the services relate.

3.9. Transfer of risk

If the agreement includes a delivery of goods by the Supplier, the risk relating to those goods will pass to the Consumer Ex Works (Incoterms 2020), irrespective of whether or not ownership is retained.



3.10. Limitation of liability

Without prejudice to the provisions of mandatory law and public order, the liability of the Supplier - also for indemnity claims - is limited to the damage that the Consumer proves was directly caused by breach or negligence on the part of the Supplier in the performance of his obligations as determined in the agreement. Furthermore, this liability is limited per Assignment to ten (10) times the amount invoiced for the execution of the Assignment, with a maximum of thirty thousand (30.000,00) euros.

This provision does not affect the legal liability of the Supplier in the event of death or bodily injury. If the Assignment includes the delivery of goods, this provision does not affect the legal guarantee due for hidden defects of those goods or the legal obligation to deliver conforming goods.

3.11. Forfeiture of rights

The Consumer may only hold the Supplier liable for non-performance or defective performance of the Assignment if the Consumer submits a written and substantiated complaint within thirty (30) days after the non-performance or defective performance was discovered or could reasonably have been discovered.

Moreover, in the case of an alleged non-performance, this complaint must be submitted within three (3) months from the date on which the Assignment should have been performed.

3.12. Limitation period

Any action of the Consumer against the Supplier will be time-barred one (1) year after the fact on which the claim is based. If a complaint was submitted in good time in accordance with Article 3.11, this period will run from the date on which the complaint was sent.

4. Obligations of the Consumer in connection with the execution of the Assignment

4.1. Information obligation for the execution of the Assignment

The Consumer must provide the Supplier with full and clear instructions and communications regarding the Assignment in a timely manner and in writing. The Consumer shall ensure that the Supplier is provided with correct and complete instructions and communications. The Consumer shall inform the Supplier in advance of all known, actual or potential hazards in connection with an Assignment or the samples or the tests, including for example the risk of radiation, toxic, harmful or explosive elements of materials, environmental pollution or poison.

4.2. Permits

The Consumer must ensure that the Supplier obtains all permits necessary for the execution of the Assignment, including those for access to the locations with the exception of the permits that the Supplier is deemed to have at his disposal by virtue of his activities.

4.3. Obstacles or interruptions

The Consumer must take all necessary steps to prevent or remedy obstacles to, or interruptions in the performance of the Assignment.

4.4. Measures and facilities

The Consumer will take all measures and provide the Supplier's employees with all the necessary facilities, so that they can carry out their Assignments properly, responsibly and safely.



4.5. Storage of the material of the Supplier

The Consumer will ensure that the material belonging to the Supplier is stored in an appropriate, adequate and locked place.

5. Price, terms, payment and securities

5.1. Determination of the price

Unless the price has been expressly agreed for one or more specific Assignments, the price shall be determined for each Assignment in accordance with the Supplier's then applicable standard rate for such Assignments and subject to adjustment in accordance with the revision clauses in the Special Conditions. The applicable standard rate is the specific rate for consumers, as the standard rate for companies only reflects the price without VAT and other taxes, and that rate also determines what additional costs may be payable other than the surcharge referred to below.

The following are not included in the base price, and are therefore subject to a surcharge or additional invoicing:

- (a) the surcharge for the performance of services outside normal working hours, such as e.g. on Saturdays, Sundays and public holidays, according to the applicable price rate;
- (b) the cost of waiting time caused by the Consumer, in accordance with the applicable price rate; and
- (c) in connection with the samples (i) the storage costs (storage fee) if storage has been agreed, (ii) the handling and freight charges if the samples are returned, and (iii) the costs of destruction unless these are already included in the price, all in accordance with the applicable price rate.

5.2. Compensation in the absence of full performance of the Assignment

If the intended service or part thereof cannot be provided due to an event beyond the Supplier's reasonable control including the Consumer's failure to meet its own obligations under the agreement, the Supplier will still be entitled to payment of (i) the amount of all non-recoverable expenses incurred by the Supplier; and (ii) the part of the agreed fee in proportion to the services actually performed.

5.3. Terms of payment - due and payable character

All invoices of the Supplier must be paid by the Consumer without delay, unless a term of payment has been expressly granted. Failure to timely pay one of the debts makes all other debts immediately due and payable.

5.4. Retention of title

If the agreement includes a delivery of goods by the Supplier, these goods will remain the property of the Supplier until full payment of the price of those goods and all accessories and of all other due and payable debts of the Consumer.

5.5. Seizure or Concurrence of rights

In the event of a seizure against the Consumer or any other form of concurrence of rights between the Consumer's creditors, the Supplier will be entitled to reconcile all current agreements with the Consumer prematurely on that date and to apply setoff.



6. Other obligations of the Consumer

6.1. *First exercise his rights against third parties*

If on account of damage or some other disadvantage the Consumer has contractual or statutory rights against third parties in connection with the goods, data, services or activities to which the Assignment relates, the Consumer undertakes to first exercise those rights against those third parties and to comply with its corresponding obligations.

6.2. *Indemnification*

The Consumer undertakes to indemnify the Supplier against all possible claims by third parties against the Supplier as a result of an act or omission on the part of the Consumer. This also includes claims by third parties based on Supplier's alleged infringement of the intellectual rights of that third party through the use of the information provided by the Consumer.

6.3. *Trademark/Logo of the Supplier*

The Consumer is prohibited from affixing, using or copying any trademark or logo of the Supplier, unless the Supplier has given prior written permission to do so and with strict observance of the conditions imposed in that respect by the Supplier. In the event of a copy, the trademark and/or logo must be applied to all documents where this has been applied by the Supplier himself.

7. Obligations common to both parties

7.1. *No disclosure*

Without the prior written consent of the other party, neither party shall be entitled to make public, or cause to be made public, any communications in connection with the Assignment other than that it exists.

7.2. *Confidentiality*

The Consumer and the Supplier shall treat all confidential information obtained to the occasion of the execution of the Assignment as strictly confidential and make every effort to maintain this confidential nature. This obligation does not apply if this information (i) was already publicly known or in the possession of the other party at the time of disclosure, (ii) became public other than as a result of an attributable failure of the party that received the relevant information from the other party, (iii) had already been developed by the receiving party independently of the information received by it under the Assignment, (iv) is available from a third party without that third party being in breach of any duty of confidentiality to the disclosing party through disclosure to the receiving party, (v) is required to be disclosed or made public by law or regulation, or (vi) is used by a party for its legal defence.

This obligation also applies after the termination of the Assignment but is then limited to a term of three (3) years.

7.3. *Protection of personal data*

Personal data exchanged within the framework of the Assignment may only be used within the framework of the Assignment and in compliance with the General Data Protection Regulation. The parties undertake to take the appropriate measures to secure these data and their processing, so that access to it only takes place in accordance with the said Regulation.

The transfer of personal data to a country outside the EU is only allowed after a prior agreement has been concluded between the exporter and the importer of these data containing the standard clauses



approved by the European Commission on the protection of these personal data.

7.4. Transfer of rights and obligations

With the exception of the provisions of Article 3.3 above, neither party may transfer its rights and obligations under the agreement to third parties without the prior written consent of the other party. Legal entities belonging to the same group of a party shall not be regarded as third parties for this purpose.

8. Explicit rescission clause

The fulfilment of the obligations set out in Articles 3.7 and 4 and the punctual payment of the amounts invoiced by the Supplier in accordance with the agreed terms of payment constitute the essential elements of the agreement. In the event of a breach of one or more of these obligations, a party may either rescind the agreement for breach of contract without judicial intervention or opt for further performance of the agreement. If the circumstances justify immediate action, the rescission does not have to be preceded by a notice of default. In the event that a choice is made for the further performance, the Supplier will be entitled to charge the price for the additional services provided by the Supplier as a result of that shortcoming. Even if the agreement is not rescinded, the Supplier shall be entitled to suspend all performances in accordance with Article 3.4. and to payment of all the costs due by virtue of Article 5.

9. Divisibility

Should one or more provisions of these General Conditions be void or unenforceable, the validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The void or unenforceable provision will be replaced by the valid and enforceable provision that corresponds most closely to it.

10. Applicable law

Unless mandatory rules or an expressly contrary agreement indicate a different law, only Belgian law shall apply to the agreement and all related Assignments.

11. Disputes

All possible disputes between the Supplier and the Consumer will be settled amicably between the parties. In the absence of an amicable settlement, and unless the parties agree to an alternative method of dispute resolution, the legal provisions regarding the competent court will apply.

These General Conditions have been drawn up in Dutch and translated into French, English and German. In case of discrepancies, the provisions of the Dutch text shall prevail.

