

General terms and conditions of sale – november 2023

Definitions

- INFRA: The company making an Offer in this case, it is part of Infra group. A company belongs to Infra group when there is an affiliated and associated company or company where there is a shareholding relationship or relationship of participation, as defined in Chapter 3 and Chapter 4 of Title 4 of Book 1 of the Belgian Companies and Associations Code.

- Customer: The person (natural or legal person or unincorporated group, e.g. temporary partnership) placing an Order with INFRA.

- Party(ies): The Customer and INFRA, jointly or separately.

- Offer: A proposal to enter into a contract, which includes any proposal, estimate, budget, plan or any other legal act issued by INFRA with regard to a Customer.

- Contract means any Offer of works or services by INFRA which is accepted by the Customer; acceptance of the Offer becomes an "Order".

- Order: an Offer accepted without any reservation.

Article 1

By placing an Order with INFRA, the Customer is expressly deemed to be subject to these general terms and conditions. These general conditions also apply to any Offer made by INFRA, as well as to all other contracts between a principal or any other third party and INFRA. These general terms and conditions shall also govern any pre-contractual or negotiation stage between INFRA and the Client, principal or any third party.

Unless stipulated otherwise, an Offer issued by INFRA is valid for 30 days. Acceptance after the validity period of the Offer does not bind INFRA. There is no contractual right of withdrawal.¹

The Offer issued by INFRA is subject to receipt of the correct information from the Client that forms the basis for preparing the Offer. The Offer is valid for performance of the work under normal conditions and during normal working hours, as determined in accordance with Belgian (labour) legislation. If the information provided by the Client changes, INFRA reserves the right to adjust its Offer. If specifications are not mentioned in the Offer, it is agreed by the Parties that they were not taken into account in the Offer.

These general conditions apply unconditionally and ensure the exclusion of all other terms or conditions of any party. Any contract differing from these general conditions must be duly signed by INFRA.

Article 2

Drawings and data depicted in enclosed brochures, catalogues, prospectuses are indicative only. The drawings and data shall be binding on INFRA only insofar as the Contract expressly states its commitment thereto.

Article 3

The Customer must ensure that the permits, approvals and conditions for the proper execution of the ordered work are in place. Among other things, he must guarantee that INFRA has free access to the site of execution. The Customer must also monitor the site, in compliance with all safety conditions.

If performance of the work is hindered regardless of the cause, all direct and indirect costs (including waiting hours, relocation costs ...) of INFRA shall be reimbursed by the Customer.

If INFRA personnel require permission to enter the place of performance, it is up to the Customer to take the necessary steps to do so.

INFRA assumes that all data relating to safety have been included in the price request. In case of an Order, INFRA assumes that all practical aspects will be discussed in a kick-off meeting before commencement of the works.

Article 4

All mentioned delivery and execution deadlines and/or dates for commencement of work are always indicative. Exceeding the

term shall not give rise to dissolution of the Contract and/or compensation due to the Customer. The Customer shall also indemnify INFRA against any claim from any third party.

We emphasise that delivery times for certain materials are considerable. We also depend on the availability of these materials, which makes it impossible for us to be held responsible for them.

Article 5

Transport of ordered material is always at the Customer's risk.

If it is planned to deliver to the construction site, this is always at the Customer's request. In this case, the Customer must ensure that the access roads to the construction site are passable for the means of transport used for delivery and that the goods to be delivered can be unloaded without difficulty.

INFRA cannot be held liable for any damage to the Customer's entrance, entrance or exit if this is due to its unsuitable condition or if due to passages that are too narrow.

Article 6

INFRA guarantees that the works will be carried out according to the rules of the trade based on the Order placed by the Customer.

INFRA may advise the Customer, but without any obligation of result to achieve successful completion.

Article 7

INFRA is exempt from any contractual or extra-contractual liability (and this incl. Art. 3.101. §1 of the new Belgian Civil Code) including gross negligence on his part or on the part of a person for whom he is responsible. The Customer acknowledges that the obligation to properly execute the Order and the application of articles 1792 and 2270 of the Belgian Civil Code is not limited by this clause.

Liability with regard to delivered and used goods is limited to the warranties provided by the manufacturer.

Article 8

Additional work or less work shall be regarded as all deviations in quantity or duration compared to the originally agreed work or agreed between INFRA and the Customer during the performance of the Contract wether or not expressly laid down in writing. Deviations imposed by government bodies without explicit protest from the Customer shall be equated with the aforementioned additional work.

INFRA will invoice the more/less work separately in accordance with the payment terms specifically agreed in this case. Infra and the Customer will agree on the price and/or time consequence before the start of these changes.

Article 9

The work shall be deemed to have been completed on the date on which INFRA notifies the Customer in writing that it has completed the work as agreed. A final invoice shall also be deemed to be a written notification from INFRA of the end of the work. The work is irrefutably deemed to have been accepted on the notification date of the end of the work unless the Customer provides a written statement of any outstanding work, incomplete work or part of the work to be repaired within 8 (eight) working days of notification of the end of the work. If the Customer makes a statement of outstanding work, incomplete work or part of the work to be repaired within 8 (eight) working days, INFRA will give useful follow-up to the extent that the comments made are correct and well-founded, after which another end-of-work date will take place as previously described. Minor imperfections or unfinished works, the value of which is less than 10% of the Offer, can in no way be invoked to refuse the end of the work.

Statements do not release the Customer from his payment obligations.

Article 10

information in this regard, please refer to the information and model form that was sent to you and signed by both Parties.

¹ In case the Contract was concluded with a consumer, the latter has a contractual right of withdrawal during a period of 14 days from the conclusion of the Contract. For detailed

Prices are expressed in euros, exclusive of taxes. Unless expressly agreed otherwise, the price of the work will be invoiced monthly on the basis of monthly measurement statements. When the Order is placed, an advance of 30% of the Offer amount will be paid to INFRA.

Price review

A price revision is applied to each invoice according to the following formula:

$$p = P (0.40 (s/S) + 0.40 (i2021/i2021) + 0.20)$$

p = revised price

P = basic price

S = the value of the index applicable in the month preceding the Tender. The values of S for construction (CP 124) are published on the website of the FPS ECONOMY - <https://economie.fgov.be/nl/themas/ondernemingen/specifiek-e-sectoren/bouw/prijsherzieningsindexen>)

s = the value of the index in force on the date of the invoice.

i2021 = the value of the index in force in the month before the Offer.

i2021 = the value of the index valid on the date of the invoice.

<https://economie.fgov.be/nl/themas/ondernemingen/specifiek-e-sectoren/bouw/prijsherzieningsindexen>

The price revision applies, unless the Parties have agreed otherwise in writing. In that case, the Offer prices are fixed for a period of 2 months from the Offer. After this period, INFRA may change its Offer.

The Parties may agree in writing on a different formula with indices specific to the nature of the work and/or fix a different frequency.

If after making an Offer one or more cost price factors, through no fault of INFRA, undergo an increase which is not covered by the above mentioned price revision formula (even if this was foreseeable at the time of the Offer), INFRA will be entitled to adjust the prices and rates offered accordingly, by simply notifying the Customer of this adjustment. This provision also applies after the conclusion of the Contract.

The parties may agree in writing to a different formula, with indices specific to the nature of the work and/or set a different frequency.

Article 11

Invoices are payable within 30 (thirty) days from issue date.

In the event of non-acceptance of the invoice, it must be contested by registered letter within eight (8) calendar days of receipt. The absence of a duly justified objection within this period shall be considered as tacit and definitive acceptance of the invoice.

In the event of non-payment of the invoice by the deadline, and this ipso jure and without notice of default, late payment interest and liquidated damages shall be payable by the Customer.² The late payment interest is calculated monthly at 1 (one) % per month from the due date of the invoice until full payment (each month started is fully counted). Liquidated damages shall be 12 (twelve) % of the principal amount of the invoice not paid on time and shall be a minimum of 500 euros.

In case of non-payment or late payment of invoices, all collection costs, including the costs of bailiffs, court costs and lawyers' fees, shall be borne by the Customer.

The Customer waives any price reduction for whatever reason. INFRA will not accept any deduction from its invoices. Any amount withheld will be subject to immediate interest, ipso jure and without notice of default, at 1 (one) % per month from the time of withholding until full payment of all of INFRA's outstanding invoices (each month started being counted in full). In addition, liquidated damages amounts to 12 (twelve) % of the amount withheld and an administrative cost of 200 euro per withholding will be charged.

² In case the Contract was concluded with a consumer, in case of non-payment of the invoice within the foreseen period, a free payment reminder will first be sent. A waiting period of 14 days starts on the day following when this payment reminder

Article 12

As stipulated by law, if the Customer fails to fulfil its obligation to pay, INFRA may decide to suspend the work until the default is rectified, without any compensation of any kind for the Customer. Contractually agreed execution deadlines shall not run during the suspension defined by INFRA and any delays resulting from the suspension shall not be compensated in favour of the Customer. Moreover, all consequential losses of both the Customer and INFRA shall be borne by the Customer (unemployment, monitoring of the place of performance, etc.). In this case, INFRA shall be entitled to claim a lump-sum compensation of 5% of the amount of the Order for these consequential losses as of right, without prejudice to the possibility of claiming on top of this the damage actually suffered (e.g. for its (in)direct losses such as lost profits).

Article 13

If the Offer relates to the repair of damage and/or involves work previously carried out by a third party, INFRA cannot be held liable for any damage that may occur. INFRA does not give any guarantee on repairs or the work of third parties. Also, the 10-year liability does not apply. These works must also be paid for in advance. As soon as INFRA has received proof of payment, INFRA will schedule the work in consultation with the Customer.

Article 14

In case of cancellation of the Order and/or termination of the Contract by the Customer, the latter shall owe INFRA, in accordance with Article 1794 of the Belgian Civil Code, a payment for the work already carried out, the costs already incurred and a lump-sum compensation of 30% of the total value of the Order and/or the Contract, and this without prejudice to INFRA's right to claim the actual amount INFRA could have earned from the work.

Article 15

The other Party has the right to proceed with the dissolution of the Contract in case of a shortcoming of one Party. One Party shall notify the other Party of the dissolution of the Contract by sending a registered letter to the other Party stating the shortcomings it is accused of. Such notice shall be given within 30 (thirty) calendar days of notice of default sent by registered letter to the Party against which the breaches are alleged and which does not regularise or justify the situation complained of within 30 (thirty) calendar days of the notice of default.

Invoking a breach is done at the risk and expense of the Party initiating it. A breach of this article entitles the other Party to recover from the other Party full compensation for the direct and indirect damages, both material and immaterial, it suffers as a result (including lost profits).

Article 16

The transfer of ownership of the work shall take place on the day of full payment of the principal, taxes and, where applicable, interests and fees due.

The risks associated with the installations installed as part of the performance of the Order shall be borne by the Customer as the works progress (based on the supporting documents prepared in the meantime).

After processing, the materials supplied by INFRA remain its property and the Customer is only the custodian thereof until full payment. INFRA is entitled to dismantle and take back the materials, goods or installations without the Customer's consent if her notice of default for non-payment stays without effect. This right shall lapse and ownership shall be transferred once the Customer has paid all its debts in principal, interest, fees and costs due.

If the device installed by INFRA is considered a work which, because it is by nature part of the building, constitutes an inherent part, the Customer accepts a restriction on his power of

was sent electronically (or the third working day following the day on which the reminder was not sent electronically). After the expiry of this period, late payment interest and liquidated damages start to accrue as provided for in Article 11.

disposal over this device. I.e. he may not transfer it, rent it out or even enjoy its functionality until full payment of the works (in principal, interests, due fees and expenses). If the Customer is not the natural owner of the premises, he undertakes to ensure that the owner is bound by the same limitation of his power of disposal.

Article 17

The Customer shall not be entitled, without INFRA's written consent, to carry out the obligations under the Contract itself or have them carried out by a third party, even in cases of urgency or other exceptional circumstances.

Article 18

If the Parties are confronted with an impossibility to fulfil their obligations under the Contract and this impossibility is complete and final and cannot be attributed on one of the Parties, the Contract shall be dissolved ipso jure in its entirety. The Parties agree that bankruptcy shall be considered an impossibility within the meaning of this paragraph.

In case of bankruptcy, the works carried out by INFRA shall be immediately due and payable and INFRA shall have the right, without having to inform or justify itself, to dismantle and take back the materials, goods or installations without the consent of the Customer and/or the receiver.

If the impossibility is partial and final, without being attributable to one of the Parties, dissolution is limited to the affected part of the work, insofar as the Contract is divisible according to the Parties' intentions, given its nature and scope.

If the impossibility of performing the obligations is only temporary and cannot be attributed to one of the Parties, the performance of the work (or the part of the work to which the impossibility relates) shall be suspended. Any contractually agreed execution deadlines shall not run during this suspension and delays resulting from the suspension shall not be compensated in favour of the Customer. Furthermore, the Customer shall bear all consequential damages of the suspension (unemployment, surveillance, etc.).

Force majeure clause

"Force majeure" means the occurrence of any event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the Contract, if and to the extent the Party affected by the impediment demonstrates:

- (a) that the impediment is beyond its reasonable control; and
- (b) which could not have been reasonably foreseen at the time the contract was concluded; and
- (c) the effects of the obstruction could not reasonably have been avoided by the affected Party.

The Party relying on this Force Majeure Clause on the merits shall be released from its obligations under the Contract and from any liability to pay damages or any other contractual remedy for breach of the Contract.

Unless proven otherwise, the following events (without being exhaustive) shall be deemed to classify as Force Majeure and thus satisfy conditions (a) and (b) of paragraph 1 of this Force Majeure Clause. In this case, the affected Party need only prove that condition (c) of paragraph 1 has been satisfied:

- (i) War (both officially declared and unofficially declared), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- (ii) civil war, insurrection, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) monetary and trade restrictions, embargoes, sanctions;
- (iv) Authoritarian act (legal or otherwise), compliance with any law or government order, expropriation, seizure of works, requisition, nationalisation;
- (v) plague, epidemic, natural disaster or extreme natural phenomena;
- (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunications, information systems or energy;

(vii) general labour unrest such as boycotts, strikes and lockouts, stoppages, occupation of factories and premises.

Hardship

The Parties are obliged to perform their obligations under this Contract even if events make performance more onerous than could reasonably be foreseen at the time of Offer.

Notwithstanding paragraph 1 of this clause, if a Party can demonstrate that:

- (a) the continued performance of its contractual obligations has become unreasonably onerous as a result of an event beyond its reasonable control and which it should not reasonably have taken into account when entering into the contract; and that
- (b) it could not have reasonably foreseen or prevented the event or its consequences,

the Parties are obliged to negotiate, within a reasonable period of time after the invocation of this clause, alternative contract terms that reasonably address the consequences of the event.

Article 19

The Customer shall refrain from directly or indirectly employing or causing to be employed any employee of INFRA, under penalty of an immediately payable compensation of (fifty thousand) 50,000 euros per employee concerned.

The Customer undertakes not to try in any way, directly or indirectly, to persuade or induce an INFRA employee to leave the company for which he works, under penalty of an immediately payable compensation of (fifty thousand) 50,000 euros per employee concerned.

These commitments are valid during the performance of the Contract and for a minimum period of two years after the end of the performance of the Contract.

Article 20

The Customer undertakes not to disclose any confidential information to third parties, not to use it for purposes other than the performance of the work by INFRA and only to disclose to its employees, agents, representatives and advisers, and to the extent necessary for the performance of the works, the information, regardless of the form in which it is presented and the medium on which it is stored, to which they will have access in the context of the performance of the operations under the agreed conditions.

The Customer also undertakes that the aforementioned employees, servants, representatives and consultants will observe the same duty of confidentiality.

Confidential Information means any know-how, trade secrets, trade secrets, secrets relating to personal or confidential matters or other confidential information, whether or not its confidential nature is expressly stated and (i) relates to INFRA and its business or (ii) of which the relevant person has knowledge by virtue of his relationship with INFRA and a related entity.

However, this undertaking does not apply to information that is already in the public domain or would become so other than as a result of a breach of this undertaking.

The confidentiality commitment commences on the date of receipt of these terms and conditions and expires at the end of a period of 5 years from receipt of these terms and conditions.

If this obligation is infringed, the Customer will owe compensation equal to a lump sum of fifty thousand euros (€50,000.00), without prejudice to INFRA's right to claim higher compensation and, where appropriate, to take all legal measures. Moreover, such a breach will be considered as a serious fault which allows INFRA to terminate the Contract without observing a notice period.

Article 21

This Contract shall be exclusively governed by and construed in accordance with Belgian law. Only the courts of the district of the relevant INFRA entity shall have jurisdiction to rule on any disputes.

Article 22

All studies, plans, documents, sketches, drawings, samples, designs and special techniques remain the property of INFRA and are protected by intellectual rights. When handed over to the

Customer, they may not be misused either by the Customer or by third parties for which the Customer acts as guarantor. The Customer shall be liable for any misuse and INFRA reserves the right to claim a lump-sum compensation of 10% of the amount of the Order, and this without prejudice to INFRA's right to claim the damage actually suffered. Upon first request, the above-mentioned documents must be returned.

Article 23

INFRA collects and processes the personal data it receives from the Customer for the purposes of contract performance, Customer management, information or accounting management. The legal grounds are performance of the Contract, compliance with legal and regulatory obligations and/or legitimate interest. The controller of the processing is the relevant Infra entity with which the contractual relationship has arisen (contact point: legal@infra-group.eu). This personal data shall only be passed on to subcontractors, recipients and/or third parties to the extent necessary for the aforementioned processing purposes. The Customer is responsible for the accuracy of the personal data provided to INFRA and undertakes to comply with the Data Protection Regulation with respect to the persons from whom it has transmitted the personal data, as well as with respect to the personal data it may receive from INFRA and its employees. The Customer confirms that it has been correctly informed about the processing of this personal data and about the rights of access, rectification, deletion and opposition.

Article 24

INFRA's failure or delay to exercise any right or remedy provided by this Contract or by law shall not constitute a waiver of the relevant right or remedy. Any waiver of right regarding non-performance of the provisions of this Contract must, to be valid, be in writing.

Article 25

If one or more provisions of these terms and conditions and/or the underlying legal relationship are declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions. In such case, the Parties shall immediately and in good faith endeavour to negotiate a valid provision to replace the invalid, illegal or unenforceable provision.

Article 26

The Customer may not transfer its rights/obligations under these conditions and/or of the underlying legal relationship (in whole or in part, by merger, demerger, contribution or transfer of a universality or branch of activity or any other similar corporate restructuring, whether under Belgian law or any other law, or otherwise) without INFRA's prior written consent. The Customer may not subcontract the performance of its obligations to third parties, either in whole or in part, without INFRA's prior written consent. If INFRA grants such permission, the Customer shall in any case be fully liable for the acts and omissions alleged by such third parties, even if they acted with intent or amount, and this without prejudice to INFRA's possible recourse to such third parties.

Article 27

If the Customer is or has been involved in any M&A activity (being (i) the Supplier merges with a third party, (ii) the Customer, itself or with an affiliated company, acquires direct or indirect control of a third party or (iii) control of the Customer is acquired directly or indirectly by a third party) then the provisions of these terms and conditions and/or of the underlying legal relationship shall not in any way benefit such third party without the prior written consent of INFRA.

Article 28

Under no circumstances shall the relationship between the parties be considered a partnership, joint venture or any other association between the parties, nor shall either party be considered the executing agent or the employee of the other.

Article 29

INFRA reserves the right to amend these terms and conditions to bring them into line with commercial, economic and legal

necessities. The new terms shall enter into force on the fourteenth day after notification to the Customer, unless the Customer objects in writing, giving reasons, within the same fourteen days. Amendments shall apply to offers already made and Contracts already concluded.
