

GENERAL TERMS AND CONDITIONS

Monitoring Service C-scan

1. SCOPE

- 1.1. These general terms and conditions (hereinafter "GTC") apply to all agreements entered into by C-scan and the Customer. In these GTC, the terms and expressions used below with a capital letter or capital letters shall have the meaning of the definition and/or description in the separate service agreement concluded between C-scan and the Customer.
- 1.2. Subject to C-scan's prior written agreement, each agreement shall be governed by the special terms and conditions in the order accepted by C-scan or in the offer accepted by the Customer and these GTC, to the exclusion of any general terms and conditions of the Customer, regardless of any provision in the Customer's documents. In the event of a contradiction between the GTC and the Agreement concluded between C-scan and the Customer, the terms of the Agreement shall prevail and the GTC shall have a supplementary effect.
- 1.3. We reserve the right to make changes to our products, prices and to these GTC at any time, in particular in case of regulatory changes or market fluctuations.
- 1.4. Our failure to invoke any of the provisions in the GTC at any time should not be interpreted as a waiver of the right to invoke any of the provisions at a later time.

2. OFFERS AND ORDERS

- 2.1. Only orders in writing (including e-mail) will be accepted. C-scan is not bound by orders until they are accepted in writing or until we give effect to them.
- 2.2. Each order must contain all the information C-scan needs to analyse the order and its feasibility.
- 2.3. C-scan's quotations are purely informative and valid for the period stated on them. Failing this, the quotation will be valid for a period of thirty (30) calendar days.
- 2.4. C-scan can never be held liable for any miscalculations in quantities and/or pricing. The Customer must at all times check the calculation made by C-scan, against his own calculations and against the specific situation in its premises. Customer instructions, unforeseen circumstances, additional work, additional difficulties, etc. are not included in the Fee. We prepare the specifications of the Equipment with due care, but these specifications are not binding unless expressly agreed otherwise in writing between the Parties.
- 2.5. Except with our written consent, an order cannot be cancelled in whole or in part or changed unilaterally by the Customer after we have accepted the order.

3. FEE

- 3.1. Our Fee do not include taxes, duties and charges of any kind unless expressly agreed otherwise in writing.
- 3.2. Transport costs, storage costs, insurance costs, etc. are not included in the Fee unless expressly stated otherwise.

4. TIMING

- 4.1. The Customer accepts that all our commitments to the Customer are obligations of means, unless expressly agreed otherwise. Unless expressly stipulated otherwise, dates of delivery and performance times specified by C-scan are purely for informational purposes, are not binding and depend on the availability of the Equipment.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer is exclusively responsible for obtaining the permits necessary for the performance of the Agreement in a timely manner, including but not limited to environmental and urban planning permits.
- 5.2. During the term of the Agreement, the Customer shall use the Equipment with due diligence in accordance with their nature, purpose, the manual and any instructions given by C-scan.
- 5.3. The Customer is obliged to regularly check the condition of the Equipment placed and, in the event of any defects being detected, to stop any use thereof.

In case of defects, damage or impaired functioning of the Equipment, the Customer shall notify C-scan immediately in writing. Only C-scan is entitled to have the Equipment repaired, unless otherwise agreed in writing prior to any repair. In the event of repair, the Customer shall not be entitled to suspension, termination or dissolution of the Agreement, nor to any form of compensation for the duration of the non-use or disuse, except proportional reduction of the Fee for the corresponding period and only if the Customer is not responsible for the defects, damage or impaired functioning of the Equipment.

- 5.4. As custodian of the goods, the Customer bears the full risk from the day of delivery, during the entire term of the Agreement and until the return of the Equipment vis-à-vis any third party and also vis-à-vis C-scan for any physical, material or non-material damage caused directly or indirectly by the Customer's use of the Equipment. The Customer shall indemnify C-scan against any recourse by third parties following the Customer's use of the Equipment. Until the moment the Equipment is returned, the Customer is responsible for the risks of damage, theft, loss and partial or total destruction of the Equipment, even if it is a pure accident or a case of force majeure.

6. PAYMENT

- 6.1. C-scan's invoices are considered accepted if no registered letter of protest, comments, or complaints is sent within eight (8) days of their notification. If a portion of the invoice is protested, the protest must clearly indicate which portion of the invoice is being protested and the amount to which such protest relates. In the event of a partial protest, the Customer undertakes to pay at least the amount not protested or the amount corresponding to the part not protested immediately in accordance with these GTC.
- 6.2. All C-scan's invoices are payable within the payment period included therein and into the account number included therein.
- 6.3. Non-payment or partial payment of a due invoice makes all invoices due and payable in respect of the Customer and leads to the annulment of any possible discounts granted.
- 6.4. In the event of non-payment of the invoices (or part thereof) by the due date of the invoice, interest shall be payable from the due date, *ipso jure* and without prior notice of default, at the interest rate applicable pursuant to the Law of 2 August 2002 on combating late payment in commercial transactions (as amended from time to time), increased by 2% per year, with a minimum of 10% on an annual basis and this until full payment of the amount due; of a lump-sum compensation of 10% of the outstanding amount, with a minimum of EUR 100 and a maximum of EUR 1,250 for collection costs. If the collection costs incurred by C-scan exceed the amount of this lump sum compensation, C-scan reserves the right to request additional compensation upon presentation of the corresponding proofs.
- 6.5. Late payment of invoices entitles C-scan to suspend the Agreement, at the Customer's risk. Moreover, failure to pay invoices on time shall constitute a material breach of the Agreement, on the basis of which C-scan may determine or claim dissolution of the Agreement.

7. PAYMENT GUARANTEE

In case of uncertainty regarding the Customer's creditworthiness, C-scan is entitled to demand business or personal guarantees/securities or an advance payment either before or during the performance of the Agreement, even if the granting of guarantees or an advance payment was not foreseen in the Agreement.

The Customer must provide these guarantees or the advance within the reasonable period indicated in the registered letter sent to him by C-scan for this purpose.

8. LIABILITY

In performing the Agreement, C-scan shall only be liable for direct damage attributable solely to C-scan, excluding indirect damage (such as loss of reputation, personnel costs, missed savings, depreciation of goods, etc.), immaterial damage or loss of profit, irrespective of the reason for the claim or the legal basis on which this claim for damage is based. C-scan's liability shall in any case be limited to the amount that will be paid out by our liability insurer where applicable and, in the unlikely event that our liability insurer would not provide cover, to once the invoice value of (part of) the Equipment that gave rise to the damage.

9. OWNERSHIP

- 9.1. All Equipment placed and delivered by us remain our property at all times. The transfer or pledge of the goods by the Customer is not permitted. The Customer shall make all necessary efforts, by all means and at his expense, to respect and enforce our property rights.
- 9.2. We are entitled to inspect the Equipment placed and delivered by us at any time. The Customer undertakes to grant our appointed or authorised representative all necessary access and assistance for this purpose.

10. INSURANCE

- 10.1. At a minimum, the Customer shall be required to take out and maintain the insurance included in the Agreement during the term of the Agreement.
- 10.2. With the exception of its personnel insurances where a "waiver of recourse" is sufficient, the Customer shall include in all insurance contracts (including in its fire insurance) a clause of "co-insurance and waiver of recourse" in favour of C-scan and any parties designated by C-scan in writing. Customer shall provide C-scan with a copy thereof on first demand, as well as proof of payment of the insurance premiums.

11. RETURN AT THE END OF THE TERM OF THE AGREEMENT

The Equipment placed and delivered by C-scan must be returned at the end of the term of the Agreement in the condition they were in when they were delivered, barring normal wear and tear. In the absence of cleaning or in case of repair, the costs (working hours and used goods) for the repairs, cleaning or other actions to be done by C-scan will be invoiced in full to the Customer.

12. TERMINATION FOR CAUSE

- 12.1. Without prejudice to any other contractual or legal right, C-scan reserves the right to terminate the Agreements or contracts to which these GTC apply without legal intervention after sending a registered letter that has remained without effect for a period of five (5) working days in each of the cases mentioned below:
 - (i) any non-performance by the Customer of any of its obligations, including non-payment of one or more invoices when due;

(ii) the Customer is in a state of bankruptcy, liquidation, judicial reorganisation, dissolution or cessation of the activity that is the subject of the Agreement.

12.2. In case of premature termination, the Customer must immediately return the Equipment placed and delivered by C-scan. If the Customer does not return the Equipment of his own accord, C-scan is entitled to take back or collect the Equipment immediately and at the Customer's expense.

12.3. If the Agreement is terminated to the detriment of the Customer, the Customer shall be liable to pay, in addition to the expired and unpaid Fee, by way of lump-sum compensation, a sum corresponding to [50% of the Fee] of the remaining term of the Agreement, without prejudice to the right to prove the actual damage, should it be higher, and without prejudice to the right to claim additional damages.

13. PERSONAL DATA

13.1. C-scan undertakes to maintain and process the confidentiality of personal data communicated to C-scan by the Customer in accordance with applicable regulations.

13.2. The personal data transmitted to C-scan by the Customer are subject to computer processing and may be used by C-scan and our business partners for the processing, execution and management of orders. C-scan undertakes not to communicate this data to third parties other than its commercial partners in charge of the execution, delivery and/or payment of orders. However, C-scan may be required to disclose this information in response to an order from legal authorities.

13.3. Any natural person who proves his or her identity may exercise his or her right to access, rectify and/or delete information relating to him or her and contained in our databases upon request addressed to C-scan by post and sent to our registered office.

14. LANGUAGE VERSIONS

In the event of a discrepancy between the Dutch-language and the foreign-language texts of these GTC received by the Customer, the Dutch-language text shall prevail.

15. SEVERABILITY

If any provision (or part thereof) of these GTC would be unenforceable or in conflict with any mandatory provision, this shall not affect the validity and enforceability of the other provisions of these GTC, nor the validity and enforceability of that part of the relevant provision which is enforceable or not in conflict with any mandatory provision. In such a case, the Parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the purpose and scope of the original provision.

16. DISCLOSURES

16.1. All the agreements of C-scan are subject to Belgian law.

16.2. Disputes concerning the performance or interpretation of the Agreement shall fall exclusively within the jurisdiction of courts competent for the jurisdiction where the registered office of C-scan is located.