

GENERAL TERMS AND CONDITIONS – PROVISION OF SERVICES AND TESTING (Last updated 17/06/2020)

1. General Provisions

These General Terms and Conditions will apply to all services and testing conducted between INISMa, an NPO, CBE no. 0413.106.271, or the CRIBC, an establishment recognised under the Legislative Order of 30 January 1947, CBE no. 0409.119.571, both registered at Avenue Gouverneur Cornez, 4 7000 Mons (registered office) and Rue de la Bruyère, 6680 Bertrix, Belgium (the Service Provider) and any natural person or legal entity (the Client) ordering said services (the Contract). The Client hereby accepts these General Terms and Conditions, without modification, which will take precedence over any other general terms and conditions that the Client may invoke against the Service Provider. The specific provisions applicable to the services will be defined in the offer or the Contract. In the event of a contradiction with the provisions of these General Terms and Conditions, the specific provisions set out in the offer or the Contract will take precedence over the corresponding provisions of these General Terms and Conditions. No amendment, modification, extension, termination or waiver of the Contract, or any of its provisions, will be valid unless evidenced by a written document signed by the party against whom said provision is invoked.

2. Offer

2.1. Our offers are valid for three months.

2.2. The price quoted is based on the information provided by the Client who remains responsible for the same.

2.3. The prices indicated in the offer are for performance of the services and testing described therein only and will not cover any other services. If additional services are required due to incorrect or missing information provided by the Client, they will be subject to a surcharge.

3. Payment

3.1. Invoices will be payable by bank transfer, within 30 days of the end of the month or upon any other due date specified therein, credited to the Service Provider's account.

3.2. Any non-payment will lead to an increase, applied automatically and without prior formal notice, of 12% per year, plus a lump sum of 15% with a minimum of €250.00, as a flat-rate and irrevocable penalty clause, without prejudice to any other damages that may be due.

3.3. Any complaint relating to an invoice must be submitted no later than fifteen calendar days after its receipt, by email sent to the following address: compta@bcrc.be and confirmed on the same day by registered post sent to the Service Provider's registered office. Failure to comply with these procedures and timescales may result in the Client losing its ability to contest said invoice.

3.4. Failure to pay a deposit and/or invoice will entitle the Service Provider to suspend its services and works, within the limits defined by law, and to withhold its reports without giving rise to any claim for compensation against it and subject to full compensation for its own loss. Deposits will be forfeited in the event of non-payment by the Client.

4. Intellectual property

4.1. The Client may use the results of the assignment freely once it has paid the price in full. Within the framework of its free use of the results, the Client may, at its own risk, supplement, modify and rectify them. The Client will not acquire any ownership of any information acquired, or know-how developed by the Service Provider during the course of

carrying out this assignment, but only a non-exclusive right of use.

4.2. The Client may not disclose to a third party, even free of charge, an extract or part of a text written within the scope of the assignment, or even reproduce the same without the Service Provider's express prior consent.

4.3 The Service Provider may not disclose to a third party all or part of a text written within the scope of the assignment, or even reproduce the same, without the Client's prior written consent.

4.4. The intellectual property rights attached to the software, designs, methodologies, materials and information developed remain the property of the Service Provider and may not be exploited for commercial purposes by the Client under any circumstances.

4.5. The samples provided by the Client will remain the latter's property. The Client hereby authorizes the Service Provider to use its samples free of charge within the framework of the assignment and will stipulate in the Contract whether the sample is to be returned, destroyed or stored. The duration of the desired storage will be specified but will not exceed 6 months. In all cases, the associated costs, if any, will be borne by the Client and specified in the offer.

5. Termination

Each of the parties may terminate the Contract by registered letter with acknowledgement of receipt in the event of failure by the other party to comply with one of the obligations imposed on it by these General Terms and Conditions, and by the offer or the Contract, and after formal notice to comply has been given and has remained unsuccessful for a period of one month. This will apply regardless of any damages and interest said party may be entitled to claim as a result of the aforementioned breaches.

6. Order cancellation

Any cancellation of the order placed by the Client will be subject to a fee of 10% of the order value and any sums already paid may not be reimbursed.

7. Performance of the services

7.1. The Service Provider is entitled to have the services ordered performed by any employee of its choice. Engaging the services of a subcontractor must be approved by the Client. In both cases, the services ordered will fall under the Service Provider's general legal liability.

7.2. The samples provided by the Client must enable the services and testing ordered to be carried out safely by the Service Provider's personnel and under the conditions defined in the offer or the Contract (identification, quantity, form, compliance with the initial description, level of danger involved, compliance with regulations etc.). Where this is not the case, the Service Provider reserves the right to refuse performance until the Client provides compliant samples. Failure to do so will entitle the Service Provider to cancel the order without any refund of sums already paid.

7.3. The Service Provider reserves the right to refuse to honour an order from a Client who has not paid for a previous order, in full or in part, or with whom a payment dispute is ongoing.

7.4. In addition to its obligations specified in the offer or the Contract, the Client shall pay the Service Provider the price of the services as defined, provide the Service Provider with all the information and technical documentation necessary for the performance of the assignment, and ensure that the Service

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Provider's personnel have free and secure access to the installations.

8. Guarantees and limitation of liability

8.1. If the Client believes that it is entitled to contest the quality of the services and testing carried out by the Service Provider, it shall do so in writing (email or letter) within 15 calendar days following performance of said services and testing by the Service Provider, or the discovery of a defect in the performance of the Contract that has not been agreed upon, expressly or impliedly, by the Client, after which time it shall forfeit the right to make any claim on that basis.

8.2. The obligation entered into by the Service Provider within the framework of the assignment will be a best efforts obligation. The Service Provider will only be liable for any damage caused by faults or gross negligence of its personnel within the installations. The Client shall provide evidence of the origin, nature and extent of the damage, along with details of the causal connection to the Service Provider. In all cases, the Service Provider's liability will be limited to the maximum annual value of any services provided under the Contract, excluding tax, without prejudice to the Client's right to seek termination of the Contract in court, in accordance with Article 1184 of the Belgian Civil Code. The Service Provider will not be liable for any other damages such as operating losses or loss of information associated with this damage, performance of the services forming the subject of the Contract, accidents, malicious acts, or interventions by the Client or third parties.

9. Insurance

The Client shall insure, both on its own behalf and on behalf of the Service Provider, the installations on its site against damage caused by fire, explosion, water damage, natural hazards etc., and for any related claims. The Client will therefore waive all claims against the Service Provider and its insurers, and undertakes to ensure that its own insurers waive any claims under the same terms.

10. Confidentiality

10.1 The Service Provider and the Client undertake to keep confidential any information and documents concerning the other party, of any nature whatsoever, whether economic, technical etc., to which they may have had access during the performance of the Contract.

10.2 Both parties shall take all necessary measures in respect of their staff to ensure, at their own risk, the secrecy and confidentiality of all information and documents referred to in the above paragraph. The clauses of the Contract and its appendices between the Service Provider and the Client, are deemed to be confidential and, as such, may not be disclosed or communicated to unauthorized third parties.

10.3 The Service Provider undertakes to use the personal data, as defined in the GDPR, for the sole purposes of the assignment and to protect the same from any dissemination to unauthorized third parties. At any time, the individual concerned may request information about the personal data held by the Service Provider and ask the latter to delete said information provided that this does not hinder the performance of the assignment.

11. Force majeure

11.1. Neither party may be held liable for the full or partial non-performance of its obligations where said non-performance is due to unforeseeable circumstances or the occurrence of an instance of force majeure such as, but not limited to, flood, fire, storm, lack

of raw materials, transport strike, partial or total strike, pandemic etc.

11.2. The Party that has been affected by such events shall inform the other party as soon as possible, and within 5 working days at the latest, of the occurrence of the event.

11.3. The parties agree that they shall consult each other as soon as possible to determine together how the order will be fulfilled during the force majeure situation.

12. Change of law – Fallback provisions

If events not foreseen by the parties fundamentally alter the balance of the Contract, thereby placing an excessive burden on the Service Provider in the performance of its contractual obligations, the parties shall consult one another with a view to revising the Contract on an equitable basis to avoid any undue hardship for the Service Provider. Any price adjustments will be the subject of an amendment to the Contract.

13. Trademarks

All logos, trademarks, photos and models appearing in the Service Provider's commercial documents, including the website (www.bcrc.be and www.inisma.be) are the property of the Service Provider. Any partial or complete reproduction of these logos, trademarks, photos and models, regardless of the medium, for commercial, community or voluntary purposes, is prohibited without the written consent of the Service Provider or the holders of the trademarks or rights associated with these graphic representations.

14. Disputes

14.1. The Contract concluded between the Service Provider and the Client is subject to Belgian law.

An attempt must first be made to amicably settle any dispute of any kind before it can be brought before the courts.

14.2. The courts of Mons will have sole jurisdiction to settle any dispute concerning the validity, interpretation and/or execution of a Contract concluded with the Service Provider.

14.3 The language of the Contract and the work is French.

15. Miscellaneous

15.1 Poaching – hiring: the Service Provider and the Client undertake not to poach or hire the other party's personnel who have participated in the performance of the Contract, for the entire duration of said performance and for six months following termination of the contractual relationship.

15.2. If one or more stipulations of these terms and conditions are found to be invalid, or are declared the same, by virtue of a law, a regulation, or following a final decision from a competent court, this will in no way affect the other stipulations of these terms and conditions which will remain valid. Where appropriate, the parties will negotiate in order to agree upon one or more provisions which would achieve, as far as possible, the objective pursued by the clause(s) declared null and void.

15.3. No omission or delay by either party in exercising any right or remedy available to it under these General Terms and Conditions or applicable law will constitute a waiver of the same. The waiver of a right or remedy will take the form of a written document issued by the waiving party.

15.4. These General Terms and Conditions, and the provisions specified in the offer or the Contract transmitted to the Client, will form a contractual whole and constitute the entirety of the contractual relations between the parties.