

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE DE BREE GROUP (hereinafter: 'GT&Cs')

Une traduction en français de nos conditions générales peut être consultée sur le site www.debree.be. Le fait que cette traduction ne figure pas sur ce document ne peut être invoqué pour prétendre que ces conditions étaient non connues et acceptées.

DEFINITION: (1) 'DE BREE': all group companies of the De Bree Group. This specifically includes De Bree NV (VAT no. BE 0474.740.665), De Bree Solutions NV (VAT no. BE 0424.913.349), Breeton NV (VAT no. BE 0466.110.041), De Bree T.E.C. NV (VAT no. BE 0451.265.972), Maro NV (VAT no. BE 0450.440.086), Disoma NV (VAT no. BE 0475.475.588), DOP Kortemark NV (VAT BE 0501.514.249), De Feyter Groenrecycling BV (KvK 22052976 – BTW NL 8123.79.044.B01) and De Brée Environnement sarl (no. 513.450.528 RCS Lille). (2) 'Registered Letter of Complaint': a registered letter stating the invoice date, invoice number and/or the number of the special agreement and/or offer, with a precise identification of the material and/or the services performed, and a detailed account of the complaint, non-conformity and/or defect.

1. These GT&Cs are available on simple request and may also be consulted at www.debree.be. The Dutch version of these GT&Cs is the only authentic version. All commercial transactions between DE BREE and the Client are governed by (in hierarchically decreasing order): (1) the written and undersigned special agreement, (2) the written order confirmation from DE BREE, (3) the offer from DE BREE, (4) the specific conditions for specific activities, (5) these GT&Cs, (6) Articles 4-88 of the Vienna Sales Convention, (7) the Unidroit Principles, (8) Belgian law, to the exclusion of Articles 1-3 and 89-101 of the Vienna Sales Convention. DE BREE rejects all other rules, terms and conditions. Any invalidity of one or more provisions of these GT&Cs will not affect the applicability of all other clauses. DE BREE may amend its general and/or special terms and conditions at any time. Any failure or repeated failure by DE BREE to enforce any right may only be regarded as tolerating a certain situation and will not lead to the forfeiture of rights. The term 'Client' also means anyone who engages DE BREE in the name and/or at the expense of the Client. All disputes between DE BREE and the Client will fall under the exclusive jurisdiction of the Ghent district courts, unless DE BREE elects the court that normally has jurisdiction.

2. All of DE BREE's offers may be withdrawn at any time, are without obligation and may only be regarded as an invitation to the Client to place an order. An agreement will only be concluded once a person who is authorised to legally bind DE BREE confirms the Client's order in writing or as soon as DE BREE starts to execute the order. DE BREE is entitled to outsource all or part of the work to a subcontractor. If DE BREE acts as a subcontractor, it will have: (1) a direct claim against the future owner/client equal to the amount that this latter party owes the contracting partner/main contractor, in accordance with Article 1798 of the Belgian Civil Code; (2) a right of pledge on all receivables of the contracting partner/main contractor, arising from the contract for services with regard to the work in question. This direct claim/right of pledge does not only relate to the receivables in question, but also to the accessory items, such as default interest and any compensation under a penalty clause.

3. The minimum charge is €65.00. DE BREE may always ask for an advance payment, in which case the special agreement will be completely suspended until such payment is received in full. DE BREE may ask for a bank guarantee in advance for amounts from €10,000.00. All prices exclude VAT and are expressed in euros. A customised price will be separately calculated for each project and will only be valid for this project and not for other similar projects. All work/deliveries that are not expressly provided for in the offer/special agreement will be regarded as contract extras/additional costs at the Client's request and charged as such. Transport and travelling expenses are calculated from DE BREE's registered office on the basis of fixed prices for each journey. The stated number of working hours is always indicative. All hours worked, including any stoppages, will be invoiced. All prices are valid for working days between 8 a.m. and 6 p.m. Higher prices apply to work performed on Saturdays, Sundays and public holidays, outside of office hours and if employees work more than eight hours in one day. DE BREE may raise the agreed price proportionately in case of currency fluctuations, increases in the prices of raw and other materials, processing costs, wages, social insurance charges, government-imposed costs, levies and taxes, transport expenses, import and export duties or insurance premiums that occur between the time of the order confirmation and final delivery.

4. DE BREE's obligations are limited to the proper performance of the special agreement or, if no special agreement has been drafted, of the order confirmation issued by DE BREE or of the offer made by DE BREE (in hierarchically decreasing order). In case of a plan drawn up by the Client, the responsibility is limited to the strict performance of these plans. DE BREE is entitled, at the Client's expense, to perform additional work if this proves necessary. If certain components are not in stock, DE BREE may without any prior notice of default and without any right of recourse against it: (1) cancel the special agreement in whole or in part, or (2) replace these components with a functional equivalent. Any additional costs in this regard are not included in the price. DE BREE is not required to attend site meetings.

5. The indicated completion and delivery periods are only indicative and not essential. If these periods are exceeded, DE BREE and the Client must agree a reasonable additional period. DE BREE is entitled to deliver/perform the material/services in various parts. Neither partial deliveries/performance nor exceeding periods (original or additional periods) can give cause for termination of the special agreement or any compensation. Amendments to the offer, special agreement, etc. automatically result in the expiry of the initial periods. DE BREE is not liable for delays resulting from the failure of suppliers/the Client/any other third party to perform their obligations. Collections by the Client take place at its expense and risk and at the time and place indicated by DE BREE.

6. The Client must carry out a first inspection immediately on receipt of the services and/or material. The Client must report any immediately verifiable variations by telephone to DE BREE without delay, and confirm these by means of a Registered Letter of Complaint, failing which it will be deemed to have accepted the services/material. The Client must carry out a thorough inspection of the services and/or the material within 48 hours. Putting into use, processing and reselling serve as final delivery. The Client will in any case lose the right to rely on any non-conformity or defect if it does not inform DE BREE thereof by means of a Registered Letter of Complaint within 24 hours of discovering or of when it ought to have discovered this non-conformity or defect, which may not be later than one month after the date of the final invoice. In case of timely and correct notice, DE BREE shall at its own option and discretion: (1) replace all or part of the services/goods; or (2) pass a credit note for the value of the defective portion to be deducted from the price of the special agreement. Full or partial replacement cannot give cause for any compensation or cancellation of the special agreement. In case of full or partial replacement, the working hours, transport and travelling expenses, etc. are payable by the Client. Complaints do not release the Client from its payment obligation in any case. The Client is bound to compensate all costs arising from unfounded complaints.

7. DE BREE is not liable under any circumstances for: (1) indirect damage, (2) damage that exceeds the invoice amount and/or the business operations civil liability policy taken out by DE BREE, (3) damage during carriage/transport, (4) the incorrect use of the material, (5) damage caused by Client and/or third parties, (6) damage as a result of inaccurate/incomplete information, and/or (7) the failure by the Client to comply with statutory and/or other obligations. DE BREE is not responsible for performing tests, requesting permits/licenses and/or assessing whether documents (of any nature whatsoever) comply with the applicable legislation and/or other rules. The Client may not return items, have work carried out by third parties or proceed with a covering purchase under any circumstances. DE BREE reserves the right to determine defects and their cause on site. The Client must fully indemnify and defend DE BREE against: (1) all claims or proceedings, including those of third parties, arising from any act or omission of the Client, contrary to the special agreement and/or these GT&Cs. The Client must fully compensate DE BREE for all damage, including legal costs, which arises as a result of its defence in relation to the aforementioned obligation to indemnify. DE BREE is in no case liable in case of force majeure or hardship. In this case, DE BREE may at its own option and discretion, without any prior notice of default or judicial intervention, and without any right of recourse against it: (1) replace goods/components with a functional equivalent, (2) suspend the performance of its obligations, (3) terminate the special agreement, and/or (4) invite the Client to renegotiate the terms and conditions of performance. If the Client does not participate in good faith herein, DE BREE may request the district court to determine new contractual terms and conditions and/or to order the Client to pay compensation. Force majeure and hardship are defined in the broadest possible way, and include: unavailability/shortage of raw and other materials, special weather conditions, strikes, wars, illness or accidents, communication and IT failures, government measures, transport and/or travel obstacles, import and export barriers, breakdowns, traffic jams, loss of permits, closure of a landfill/furnace, etc., as well as the summary set out in the last sentence of Article 3 of these GT&Cs. This applies regardless of whether these problems occur at us or at a supplier.

8. The Client bears the responsibility for: (1) having all documents in relation to DE BREE signed for approval by a person who is authorised to legally bind the Client, (2) confirming an order by sending a copy of the offer, signed for approval by a person who is authorised to legally bind the Client, to DE BREE, (3) providing all necessary/useful information to DE BREE in good time, (4) keeping worksites clear at all times, so that DE BREE can erect a container/site hut, (5) guaranteeing safety and security on the site, (6) informing DE BREE in advance of any conditions with which the services/material must comply, (7) informing DE BREE of any risks (in relation to the Client's activities), so that the necessary preventative measures can be taken, (8) entering into the necessary insurance contracts and allowing DE BREE to examine the policies and premium receipts of this insurance on demand. If the Client does not comply with these obligations, DE BREE reserves the right to temporarily or permanently interrupt the work or terminate the agreement. The costs of such interruption or termination serve as a stoppage within the meaning of Article 3 of these GT&Cs and will be charged in full to the Client.

9. Complaints relating to invoices must be submitted within eight days of the invoice date by means of a Registered Letter of Complaint. The existence of a complaint relating to an invoice does not release the Client from its obligation to pay the invoice within the agreed periods. All invoices are payable in cash by means of a transfer to the bank account number mentioned on the invoice. No discount is given for cash payments. Payments to intermediaries are not permitted. Only receipts signed by a person who is authorised to legally bind DE BREE are valid. The entry of the invoice in DE BREE's outgoing invoice book serves as a rebuttable presumption of posting and receipt. In case of non-payment/incomplete payment on the due date of the invoice, the Client is obliged: (1) to pay interest at 12%, capitalised annually, (2) pay fixed compensation of 10% of the invoice amount, subject to a minimum of €100, notwithstanding DE BREE's right to prove higher damage, (3) pay all judicial and extrajudicial collection costs, (4) in addition, all other invoices issued to the Client that have not yet fallen due will become immediately due and payable, (5) and DE BREE will be entitled to recover all material, suspend the further performance of and/or terminate the relevant and/or other agreements with the Client. This may all be done without any prior notice of default or judicial intervention. The acceptance of partial payment takes place subject to the reservation of all rights and such payment will be allocated as follows: (1) collection costs, (2) compensation, (3) interest and (4) principal amounts. In accordance with the Belgian Financial Securities Act of 15 December 2004, DE BREE and Client will set off and settle all currently existing and future debts in relation to each other automatically and by operation of law. This means that only the largest debt on balance remains in the permanent relationship between them. This set off will be enforceable in each case against the official liquidator and general body of other creditors, who may therefore not oppose this set off. If DE BREE has to make a payment to a consumer/Customer, within the meaning of Article 1.1 2° of the Economic Law Code, and fails to do so within a period of 15 days of this obligation becoming certain, the clauses cited under (1) and (2) of this article will also apply in favour of this consumer/Customer if DE BREE delays in paying the above debt.

10. The Client is not permitted to cancel the special agreement unless DE BREE agrees in writing. In case of cancellation by the Client, even with written agreement, the Client is obliged to pay fixed compensation of 35% of the total invoice amount. If confidence in the Client's creditworthiness changes in any way, DE BREE may on that basis alone, without any prior notice of default or judicial intervention, act as follows with regard to one or more agreements with the Client: (1) either declare the agreements to be terminated, (2) or suspend these agreements until the Client tenders sufficient security for their payment. All clauses of this article apply notwithstanding DE BREE's right to claim additional compensation.

11. Risk passes to the Client as soon as the special agreement is concluded. The Client is deemed to be aware of all characteristics of the services/materials and may not derive any right from any information, samples or models. Rights of ownership only pass after full payment of the price, costs, interest and all other additional amounts. The Client must always do everything necessary to safeguard DE BREE's rights of ownership and shall for this purpose: (1) take out the necessary insurance policies, and (2) provide all possible information with regard to these rights of ownership to DE BREE. In case of breach or probable breach of these obligations, the Client must, on demand by DE BREE, return the relevant goods at its own expense and risk to DE BREE within 24 hours, which will result in the automatic termination of the special agreement. If the retention of title is infringed, DE BREE will automatically have a pledge on the realised selling price and the Client will be liable to pay fixed compensation of 35% of the total invoice amount.

12. All documents/information of any nature that are provided to the Client must be treated in confidence, will remain the property of DE BREE, and may not be disclosed to third parties or used directly or indirectly for purposes other than those for which they are intended. These documents must be returned on demand. These obligations will remain in force, at least until the relevant information becomes public knowledge through no fault of the Client. The Client grants permission to DE BREE to include its personal data and the visual material of the supplied material/services in an automatic database for the purpose of information and promotional campaigns, etc. The Client may always request the communication and correction of its data. If the Client no longer wishes to receive commercial information, it must inform DE BREE thereof by registered letter.