

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ORDERS OF SUPPLIES, SERVICES AND WORK FOR NV VICTOR BUYCK STEEL CONSTRUCTION, NV BUYCK ENGINEERING, NV BUYCK MARITIEME METAALBOUW (hereinafter: BUYCK)

1. INTRODUCTION

1.1. BINDING EFFECT OF THE CONDITIONS

These general purchase conditions apply to all price and offer requests, orders placed and/or purchases and concluded contracts formulated by BUYCK with reference to tangible and/or intangible assets, and/or the performance of services and/or the contracting of work. These purchase conditions also apply to the other contracts in which BUYCK acts as a client in the context of contracting, subcontracting, leasing, installation and service contracts, etc.. The supplier, person submitting an offer, subcontractor, contractor of services or (prospective) contracting partner (hereinafter: contracting partner) accepts these conditions without any reservations, where the personal conditions of the contracting partner (in particular, but not limited to, general delivery and invoicing conditions) are excluded, even if they are submitted after these conditions. Each commencement of the execution of an order of BUYCK and each supply is considered as preliminary and unconditional acceptance. Any deviation from these General Terms and Conditions must, in order for it to be enforceable against BUYCK, to have been accepted by BUYCK in advance in writing and only applies to the specific case for which BUYCK accepted the deviation in writing. There can be no question of any implicit acceptance by BUYCK of conditions that deviate from these conditions, such as but not limited to the case where BUYCK refers to the offer or any other document issued by the contracting partner in which the conditions of the contracting partner are listed and any possible lack of protest on the part of BUYCK will never be considered as an implicit acceptance. The current conditions continue to apply to everything that was not regulated differently in a separate written contract between BUYCK and the contracting partner and/or special conditions. Should one or more clauses or part of the clauses be invalid or if an explicit deviation is allowed, then this shall not affect the validity or enforceability of the other provisions.

1.2. FORMATION OF CONTRACTS AND REPRESENTATION

A contract with BUYCK may only be validly and bindingly effected by a written contract drawn up in as many copies as there are parties, signed by each party or by the acceptance by BUYCK of the offer of the contracting partner under the conditions mentioned under Article 1.1. of these General Terms and Conditions or by an unconditional acceptance of the order of BUYCK under these general purchase conditions within 10 calendar days from the date of the order. For BUYCK to be legally bound, it must be represented by its managers or legal representatives or by persons who have a specific power of attorney to represent BUYCK for entering into certain specific obligations (hereinafter: authorized representatives). Obligations entered into by commercial representatives, agents and/or other intermediaries of BUYCK may therefore only legally bind BUYCK after written confirmation by the aforementioned authorized representatives.

2. OFFERS AND PRICES

2.1. The offer communicated to BUYCK only binds the contracting partner. It must be definitive, detailed and complete and must contain everything necessary for the supply of the goods, services or work in full and in working order. The offer must be in accordance with all legal and administrative requirements applicable at that time in Belgium and the place of execution of the work. The offer is free of charge for BUYCK. If the contracting partner has doubts or objections regarding the request for an offer by BUYCK, for example about the technology, safety, practicality, cost or the system of payment, it will communicate these together with an alternative offer to BUYCK, by the agreed date at the latest. All offers of the contracting partner are valid for a minimum of 60 calendar days calculated from the date of receipt of the offer. An offer from the contracting partner, whether or not made voluntarily, cannot be revoked after acceptance by BUYCK.

2.2. The price includes all supplies, services and work, including the additional supplies, services and work required for the perfect and complete execution of the contract until full payment by BUYCK and/or its client, even if this is not explicitly described or provided for in the contract. Unless otherwise expressly agreed in the contract with BUYCK, in accordance with Article 1 of these General Terms and Conditions the contracting partner will bear the cost of dispatch, transport and insurance. The prices stated in the offer of the contracting partner should therefore include the aforementioned costs and any possible additional costs (including any use or licence rights to intellectual property).

3. PRIOR DUTY TO DISCLOSE AND DUTY OF INSPECTION

The contracting partner is obliged to inform itself about the use BUYCK wants to make of the ordered work, services and/or goods and warrants that the goods and services delivered will be suitable for this use. If the contract with BUYCK or in the accepted offer or purchase order in accordance with Article 1.2. of these General Terms and Conditions refers to technical, safety, quality or other regulations and documents that are not attached to the contract, the contracting partner is expected to know this unless it immediately notifies BUYCK in writing to the contrary. BUYCK will then inform the contracting partner of the details of these regulations and documents. The contracting partner is obliged to examine all information, specifications, plans, contract documents, etc. that are submitted to it by BUYCK for their adequacy and completeness in accordance with the products, services or work ordered by BUYCK and the result intended by BUYCK. The contracting partner undertakes to inform BUYCK in good time and in writing of any incompleteness, inadequacy and/or irregularity which may be found in the reading of the documents and/or for each problem and/or irregularities in the execution of work. The contracting partner cannot discard the aforementioned disclosure and inspection duty by referring to any approval by BUYCK of the information or documents, plans, calculations, etc. submitted by the contracting partner. Every change made to documents, plans, calculations, etc. already approved by BUYCK, shall be subject to the prior written approval of BUYCK. None of the documents, drawings, plans, models, calculations, etc. made available by BUYCK may be disclosed to third parties without the written permission of BUYCK or used for purposes other than the realization of the order. Upon termination of the contract or upon delivery/supply of the ordered work, services or goods, such drawings, documents, plans, etc. and any copies thereof must be sent back to BUYCK immediately.

4. ACCEPTANCE OF SUPPORT ELEMENTS AND THE POINTS OF ATTACHMENT OR CONNECTION

Before starting the execution, the contracting partner will carry out a detailed examination of the elements that will serve as support for its own work and/or supplies; it will also closely examine the points of attachment or connection of its own work and/or supplies to other installations.

This examination and notification duty by the contracting partner will not be limited to the state and the nature of these elements and these points of attachment or connection, but will also focus on their technical characteristics. The latter will be communicated by BUYCK at the written request of the contracting partner. This must take place by registered letter and, before starting the execution of its work and/or supplies, it must inform BUYCK which element may cause possible difficulties, in the broadest sense, in the execution of the contract. In the absence of such notification, the support elements or the points of attachment or connection will be considered as checked, accepted and approved by the contracting partner. By not responding, the contracting partner acknowledges and declares that these support elements or points of attachment or connection have been modified for the execution of its work and it guarantees inter alia their proper resilience. Subject to written and formal reservations made by the contracting partner prior to its personal execution of the work, it is automatically considered to have already accepted and approved of the elements, both those which it must integrate into its supplies or work as well as those that must serve as support or as attachment or connection elements with other facilities.

5. COMPLIANCE AND SOUNDNESS OF SUPPLIES, SERVICES AND WORK

5.1. CONDITIONS OF SUPPLIES, SERVICES AND WORK

The contracting partner guarantees BUYCK that the goods supplied by it are free from visible and hidden defects and comply with all technical, place and time related requirements, functional requirements and special conditions of the order. The supplied goods must be prime quality goods and must meet all the normal requirements of usability, reliability and durability. The contracting partner guarantees that it only sells goods and materials for which it already holds the valid ownership and selling rights. The work and/or services should be consistent with the performance of a specialized skilled person and must be executed in accordance with the rules of the art, the state of the art and all the provisions of the contract. The price will be agreed on the basis of the aforementioned agreed conditions and specific contractual conditions of the order, both with regard to the materials and to their processing.

If BUYCK wishes to introduce changes relating to the size and/or scope of the agreed upon order for the supply of goods or services and/or work or in the event of unforeseen work and these modifications or work (known as additional work) can affect the price and execution time, then the contracting partner must notify BUYCK in writing of any price and/or execution time modifications within 5 working days from the date of the notification of the changes by BUYCK, failing which the contracting partner will be obliged in full to the initially agreed price and execution time.

Additional work can also give rise to additional costs only when it is the result of written additional orders by BUYCK showing the nature of the contract, as well as the price and the possible influence of this on the execution term and/or supply term awarded to the contracting partner and/or if it is caused by facts or events beyond the control of the contracting partner and which it, as a professional and specialist, could not have foreseen and as a result of which the supply of goods and/or services or the execution of work is significantly (= at least 20%) more expensive. If the contracting partner does not have such a purchase order signed by BUYCK, it will not be entitled to any compensation and/or term extension.

At any time BUYCK may check the soundness or the conformity of the working method, the manner of execution of the work, services and/or goods in the workplaces of the contracting partner or its appointees, for which the supplier warrants performance, and BUYCK may check the supplies, services and work and even refuse/discontinue (or have discontinued) these if they do not satisfy the provisions of the contract.

If new checks are necessary as a result of defects or because monitoring was impossible, then the contracting partner shall bear all costs of these new checks, including the cost for the deployment of staff of BUYCK for these new checks. Neither the right to checks nor the implementation of these checks by BUYCK itself can detract from the liability and guarantee obligation (including those for visible defects) of the contracting partner.

The non-refusal of a delivery and/or failure to discontinue the work and/or services cannot be considered as acceptance by BUYCK of the supply, work and/or services.

The contracting partner undertakes not to interrupt or discontinue the execution of its contract, for any reason whatsoever, except on the express order of BUYCK or explicit consent of BUYCK in the event of the existence of force majeure. Unless otherwise explicitly agreed, all deliveries shall take place according Incoterms DDP (Incoterms 2010) at the registered office of BUYCK or at a place of delivery or execution specified by BUYCK.

The contracting partner will demonstrate reasonable care and diligence in order to prevent legal proceedings or avoid circumstances that could result in a conflict with the interests of BUYCK. This obligation applies to the activities of the contracting partner in its relationship with the employees, representatives and advisors of BUYCK and their families, but also with the clients of BUYCK.

5.2. CONFORMITY OF SUPPLIES, WORK AND SERVICES WITH THE LEGAL, REGULATORY AND ADMINISTRATIVE PROVISIONS, AS WELL AS WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS.

The contracting partner must arrange to obtain the consents, permits or licences necessary for the execution of the contract in good time and for its own account and for compliance with the conditions specified therein and meet legal and regulatory requirements applicable in Belgium.

The supplies and the work and/or services must conform to all of the legislative, regulatory and administrative provisions in force, including (non-exhaustive):

- the plans, technical documents and descriptive quantity survey, the standards and technical specifications to which the contract refers and which relate to the agreed supplies and/or work. The contracting partner declares that it has obtained these documents, that it understands the language and knows the contents. It also declares that it is aware of all contractual conditions. In the event of a conflict between the aforementioned documents and the present General Terms and Conditions, the provisions of these General Terms and Conditions will prevail;
- Bureau for Standardisation (NBN) standards;
- AREI;
- the welfare, safety and environmental regulations applicable to the building site;

With respect to the delivery/installation of machines, equipment, tools, installations, personal and/or collective protective equipment, or parts thereof, the contracting partner must always provide at least the following items: safety certificate of the contracting partner (format attached to the order form or obtained on request from BUYCK), EC declaration of conformity and a user manual in Dutch. In the absence of any of these items, the delivery is considered incomplete.

BUYCK is authorized to check the quality system of the contracting partner (quality, safety, environment) itself or to be audited by specialized third parties and check the compliance. The contracting partner bears all the costs of obtaining these quality system certificates.

6. SUPPLY AND EXECUTION PERIODS

6.1. The supply or execution period is mandatory for the contracting partner.

BUYCK expressly reserves the right to postpone the commencement of the supply or execution period or to suspend the delivery and/or execution of the order of the contracting partner if the situation so requires. In that case, the period available to the contracting partner will be extended by a period equal to that of the suspension, but without the contracting partner being able to demand a price adjustment or compensation for this.

6.2. Irrespective of what is provided in Article 18.1, any delay of the contracting partner will mean that immediately, automatically and without notice of default, fixed compensation will be charged of 2% of the total amount of the agreed price, per commenced calendar week of delay, with the proviso that force majeure within the meaning of Article 19 of these General Terms and Conditions does not give rise to liability for compensation on the part of the contracting partner, provided that the contracting partner notified BUYCK of this by registered letter within 2 calendar days of the occurrence of such force majeure event, or within 2 calendar days after it could have or should have known of this and provided that BUYCK can invoke this force majeure event and assert this with regard to its client.

This fixed compensation shall be immediately due and payable by operation of law and withheld without notice and compensated by the sums that BUYCK, for any reason whatsoever, owes or will owe to the contracting partner.

This weekly fixed compensation is permanent and exclusively covers, as expressly agreed upon, the increase in construction site costs caused by the delay. Any other or additional damage arising directly or indirectly from the delay, may be proved by BUYCK in accordance with the rules of civil law.

6.3. If the overall situation (in the construction site) so requires, which only BUYCK is entitled to decide arbitrarily, the contracting partner will execute its work, services and/or supplies on weekends and/or during holiday periods, and/or during the night, without being able to demand any additional compensation from BUYCK, if the latter does not receive any additional compensation for this from its client.

7. SAFETY - HEALTH - ENVIRONMENT

7.1. The contracting partner is aware of the building site in the context of the safe execution of the work. By entering into the contract, it acknowledges that all the necessary and useful information was placed at its disposal, and it agrees thereto.

The contracting partner acknowledges that the safety obligation with regard to the implementation of the contract is for its account and it guarantees this vis-à-vis BUYCK and all third parties. It will indemnify BUYCK against all damage and costs and against all claims, claims of beneficiaries of third parties in this regard.

7.2. All the equipment used by the contracting partner to carry out its work, and the implementation of this work must be in full compliance with the ARAB and the Welfare Code (CODEX Welzijn), as well as with environmental regulations (and all its implementing decrees, European directives, etc.), and without prejudice to the mandatory provisions that are applicable. The equipment must, if required, also have a valid inspection report from a recognized (Belgian) inspection body.

BUYCK disclaims all liability for possible accidents as a result of the use of its equipment (scaffolding, ladders, etc.) by the contracting partner. Before allowing its employees to make use of it, the contracting partner will ascertain that the equipment fully complies with the applicable laws and regulations.

7.3. The contracting partner is obliged to comply with all health and safety requirements specific to the building site where the contracting partner is carrying out its work and to ensure compliance by all employees and subcontractors that he has deployed and is responsible vis-à-vis BUYCK for all consequences of the occurrence of possible violations of these regulations. For work in Belgium, this concerns, inter alia, the Law of 4 August 1996 concerning the welfare of workers and the Royal Decree of 3 May 1999 on temporary and mobile workplaces.

If the contracting partner fails to fulfil these requirements or does so only inadequately, BUYCK is entitled to take the necessary measures (or have them taken), at the expense of the contracting partner, after giving the contracting partner notice of default by registered post, which did not produce any result after 2 days, except critical situations which should be responded to immediately, and in which case BUYCK can immediately stop the work and, if necessary, take additional safety measures at the expense of the contracting partner.

The contracting partner must always follow the safety guidelines given to it by the construction site management and/or prevention service of BUYCK. The same applies to the safety instructions given by the safety coordinator and/or (the appointees) of the client of BUYCK.

7.4. The contracting partner undertakes to appropriately inform all the employees it employs, before the start of its activities, about the risks, protective and preventive measures and activities (in general and each type of workplace/type of position) as well as the first-aid measures, applicable environmental and safety regulations and to inform them about the guidelines on the performance of a safety position (machine operator, crane operator, etc.), fire fighting, evacuation, etc. The contracting partner acknowledges and accepts that it has received, as a result of the formation of the contract with BUYCK, all necessary and useful information (e.g. VCA11.1) from BUYCK and is obliged to comply with this. The contracting partner must submit the necessary documents to BUYCK, proving that it has complied with this legal disclosure requirement.

7.5. The placement and use of Collective Protective Equipment (CPE) by the contracting partner is included in the contract and reflected in the agreed price, unless expressly agreed otherwise. The use of CBM has preference over PBM. The contracting partner will make available to its employees and appointees, individually for the execution of the work, all legally envisaged appropriate protective clothing/personal protective equipment (including but not limited to helmets, clothing, glasses, shoes) and also monitor the use thereof. The collective protective equipment may not be removed or moved in any way.

7.6. The contracting partner will present BUYCK with an analysis of the risks associated with the execution of its work in the construction site, within 15 calendar days from the conclusion of the contract with BUYCK and in any case before the commencement of its work, under the special provisions regarding employment in the same workplace and regarding work of outside companies (Chapter III and V - Law of 4 August 1996 concerning the welfare of employees in the performance of their work) and as provided for by the Royal Decree of 27 March 1988 on policies regarding the welfare of employees in the execution of their work. To this end, the contracting partner will provide an HSE plan (health, safety and environmental plan) together with a signed letter of intent to BUYCK. When using hazardous products, the maximum temporary amount stored and the maximum daily consumption will be communicated in advance and a recent Safety Data Sheet (MSDS) will be provided. BUYCK reserves the right to refuse the storage and/or use of certain products based on their hazardous properties.

7.7. The contracting partner is obliged to immediately report all incidents and accidents of any of its employees or employees of its subcontractors to BUYCK in writing. It will also conduct an investigation into the cause of the incident or accident and communicate its findings to BUYCK in writing. The contracting partner undertakes to provide its full cooperation with the investigation conducted by BUYCK where there are grounds for doing so.

When this concerns a serious accident and a thorough report needs to be drawn up, the contracting partner is obliged, at least two working days before the submission of the report to the FPS Employment, Labour and Social Dialogue (FOD WASO) or the competent authority/government service for the place of the accident, to provide this report to BUYCK for review. The contracting partner shall provide BUYCK with a copy of the final detailed report.

8. SOCIAL AND TAX LIABILITIES

8.1. The contracting partner declares that it is explicitly aware of all legislation applicable to the building site, including those on taxation and social security, residence rights, work permits, safety, wellbeing at work and general working conditions, and explicitly undertakes to ensure, in the context of the implementation of the contract with BUYCK, that it and its employees as well as any subcontractors and their employees will comply with this throughout the term of the contract.

8.2. If the report of the work to the National Social Security Office (RSZ) or another competent government service for the building site is required by law, the contracting partner must, before commencing the work and at every intervention of subcontractors during the execution of the work, report this and provide the necessary information in accordance with the provisions of the legislation applicable to the building site (including for work in Belgium: §7 of Article 30a of the Law of 27 June 1969).

8.3. The contracting partner will comply with all social and fiscal obligations with respect to its employees that are imposed on employers.

The contracting partner must, at the time of the formation of the contract, before it commences the work as well on the occasion of each invoice, be able to prove to BUYCK that it has complied with all its social and fiscal obligations.

The contracting partner must be able to prove to BUYCK that it has paid the statutory social security contributions for its employees and has implemented the required tax withholdings. The contracting partner must be able to submit the evidentiary documents showing compliance with the relevant legal provisions at the request of BUYCK.

8.4. The contracting partner declares, and indemnifies BUYCK in this connection, that at the date of the formation of the contract with BUYCK there is no entry in the publicly-accessible database of the National Social Security Office (RSZ) or competent government service for the building site and that there is no obligation to withhold with the tax authorities arising from social and/or tax liabilities.

The contracting partner will provide BUYCK with all necessary information to enable the latter to verify via the relevant databases whether or not the contracting partner has social and/or tax liabilities.

If social and/or tax liabilities exist in respect of the contracting partner, BUYCK will make the statutory deductions for each payment due to the contracting partner (including for work in Belgium: according to the provisions of Article 30a of the Law of 27 June 1969 concerning social security for employees and Article 403 of the Belgian Income Tax Code 1992).

8.5. The contracting partner declares and recognizes that employees charged with carrying out the work under the contract with BUYCK, are exclusive, indivisible and non-transferable and work under its authority, direction and supervision.

8.6 The contracting partner undertakes only to employ employees who have the requisite knowledge and skills to perform the work according to the rules of the art and according to the highest professional standards. The contracting partner will present the training certificates of the employees involved to BUYCK at the formation of the contract and in any event before the commencement of the work, so that the latter can determine whether these employees have the qualifications required for the work. BUYCK reserves the right to provide a written or practical aptitude test for tasks involving safety risks and the contracting partner will cooperate fully to ensure that the employees take this test.

8.7. If the contracting partner replaces one or more of its employees who are executing the contract, it will immediately notify BUYCK in writing of this and the contracting partner must always ensure that this does not affect the continuity of the execution of the agreement, and this should not lead to a delay or additional cost for BUYCK. The contracting partner will avoid frequent replacement of its employees entrusted with the execution of the contract. An employee must always be replaced by an employee with at least equivalent qualifications, experience and expertise. The contracting partner is responsible for the training and transfer of knowledge and for the costs involved for a replacement.

8.8. The contracting partner undertakes to provide BUYCK, before the commencement of the work, with a copy and/or copies of all documents relating to the employees that the contracting partner will employ and which the contracting partner is required to have in accordance with the applicable legislation. If this legislation were to change during the term of the contract, the contracting partner undertakes to ensure that these additional required documents will also be made available to BUYCK in good time. For instance, this concerns the following documents: a work and residence permit, L1 receipt and other documents showing the correct affiliation and payment as appears in a social security system, secondment certificate, employment agreement, passport or identity card, etc. This list is merely illustrative and by no means exhaustive.

8.9. The contracting partner is obliged to pay its employees at least the minimum wages applicable to the building site and in good time in accordance with the applicable mandatory rules for minimum wages and the protection of the wages of employees.

8.10. The contracting partner will in any case not employ illegal employees and will indemnify BUYCK against all material and immaterial damage resulting from a breach of this obligation.

8.11. For work in Belgium, before the start of its work, a foreign contracting partner will make a Limosa notification for this work and send a copy of the Limosa notification of its employees and, if applicable, of the self-employed employees which it employs to BUYCK.

8.12. If the contracting partner further subcontracts a part of the supplies and/or work entrusted to it to a (foreign) company or companies, which can only take place with the express prior written consent of BUYCK, it will impose the above obligations on its subcontractor(s) in full and they must ensure that they will fulfill these in turn.

8.13. If the work, which is the subject of the contract with BUYCK falls within the scope of Section 4 ("Attendance Registration"), Chapter V of the Act of 4 August 1996 concerning the welfare of employees in the performance of their work, the contracting partner is obliged to comply with the obligations contained therein.

These include, but are not limited to, the following:

- The contracting partner ensures that every individual who, on its instructions, enters the place where the work is carried out that is the subject of the contract with BUYCK, registers his/her presence before entering this place;
- The contracting partner ensures that the required data pertaining to its business is actually and properly registered and forwarded to the database of the National Social Security Office (RSZ); if the contracting partner, in turn, employs a subcontractor, it will take measures to ensure that the latter registers all the data actually and correctly and sends this to the database of the National Social Security Office (RSZ).

If the client of BUYCK makes a registration system available/imposes a registration system, the contracting partner undertakes to use this registration system and to have it used by its employees and any subcontractors and their employees. By entering into the contract, the contracting partner acknowledges that it has received all necessary information from BUYCK and it accepts that it is bound to compliance thereof. If, in the event of any non-compliance by the contracting partner of the submitted/imposed registration system, BUYCK is required to take corrective action, BUYCK reserves the right to charge the costs for this to the contracting partner.

If the contracting partner and/or its subcontractor(s) fail to comply with the provisions under this article), it (they) are liable vis-à-vis BUYCK for the payment of all damages, including, but not limited to, all damages sustained, costs, fines, litigation costs, etc. that BUYCK would sustain as the result of such non-compliance; without prejudice to any other rights and remedies which BUYCK contractually and/or legally has at its disposal.

9. TRANSFER AND SUBCONTRACTING

9.1. The contract may not be transferred or subcontracted, in whole or in part, without the prior written consent of BUYCK. The acceptance by BUYCK of another contracting partner or a subcontractor will not release the contracting partner from its obligations vis-à-vis BUYCK. In the case of transfer, the contracting partner therefore remains jointly and severally bound vis-à-vis BUYCK for all its obligations and in the case of subcontracting it is directly liable for the proper fulfillment of its obligations in good time under the contract with BUYCK.

If the contracting partner employs a subcontractor for the execution of the work entrusted to it, in whole or in part, which may only take place with the express prior written consent of BUYCK, the contracting partner will impose compliance with the obligations on the subcontractor under these General Terms and Conditions.

9.2. If the report of the work to the National Social Security Office (RSZ) or another competent government service for the building site is required by law, the contracting partner must inform BUYCK in writing in advance of which subcontractors it has employed and provide all the information in accordance with the legal provisions applicable to the building site. If, during the execution of the work, other subcontractors intervene, the contracting partner must notify BUYCK of this in advance of.

In the event of the failure to provide the aforementioned notification, BUYCK will deduct 5% of the value of the work excluding VAT from the payment to the contracting partner. The contracting partner is also bound to give indemnity to BUYCK for all expenses, fees, fines and interest imposed because of non-compliance with these obligations.

9.3. If BUYCK agrees in writing to a proposed subcontractor of the contracting partner, the contracting partner will monitor the fulfillment of this subcontractors social and fiscal obligation. The contracting partner will be held responsible for this regarding BUYCK.

10. INVOICING

Invoices will only be taken into account if they:

- a) are issued in three copies;
- b) mention all legal provisions within the meaning of statutory mandatory invoice declarations regarding VAT (as provided for in Article 5 of the KB1 implementing the VAT Code) ;
- c) mention the references of the construction site, the order and the order form for the changes, ancillary work, supplies and/or services, unforeseen work, supplies and/or services or contracts on a cost-plus basis;
- d) are accompanied by a cumulative statement of the execution of the work (and a contradictory measurement if the order relates to estimated amounts), where each item of the order is re-inspected and should be signed by the relevant project manager (for work) or by the authorized person of BUYCK. The invoice for supplies of goods by courier must be accompanied by proof of delivery and receipt of the goods by BUYCK (notification of delivery by the courier service signed by BUYCK).

11. COMMERCIAL INSTRUMENTS - ENDORSEMENT OF THE INVOICE - TRANSFER OF DEBTS

No commercial instruments may be drawn by the contracting partner on BUYCK; no invoice may be endorsed and no claim may be transferred without the prior written permission of BUYCK.

12. PAYMENT

12.1. Payments made by BUYCK do not imply acceptance of the quality or confirmation of the conformity of the supply and/or work performed and/or services. They cannot be considered as an acceptance of the whole or a portion of the supply or as taking delivery of a whole or a portion of the work and/or services. Each payment shall be considered as an advance on the total price agreed in principal; this payment does not reduce in any way the responsibility of the contracting partner; this continues until the unconditional acceptance of final delivery. Moreover, these payments relieve the contracting partner from its obligation to repair, modify or alter any supply or any work and/or service for which a defect/shortcoming is determined.

12.2. Payment by BUYCK of the invoices can never imply an implicit acceptance of the work, services or goods. Payment of non-protested invoices will take place within 10 calendar days after receipt of payment by BUYCK from its client.

12.3. If the contracting partner does not perform its obligation(s) properly or in good time, then BUYCK has the right to suspend its payments (also from other orders) or to consider the contract(s) as dissolved, without the contracting partner being entitled to compensation and without prejudice to the exercise of any other rights accruing to BUYCK.

12.4. The contracting partner accepts that all amounts payable by or to BUYCK shall be set off by operation of law against the amounts that the contracting partner owes or will owe to BUYCK, even those amounts that are not yet fixed and payable, based both on this order due to non-performance or poor performance of some or all of its obligations as well as under other contracts.

It is emphasized:

a) that the fact that there is no immediate move to set off or that an additional completion or delivery term is provided to the contracting partner, can never be considered as neglect by BUYCK of the acquired and therefore existing set off.

b) that the challenge of the claim of BUYCK cannot negatively affect this set off, which may only be confirmed by a final court decision or annulled retroactively.

13. GUARANTEE

If advances are agreed between the contracting partner and BUYCK, these should be explicitly mentioned at the formation of the contract and the contracting partner must provide an irrevocable and unconditional bank guarantee for an amount at least equal to the advances paid, which can be called in by BUYCK at its first request in the case of cancellation of the order and/or dissolution of the contract within the meaning of Article 18 of these General Terms and Conditions and/or breach of contract by the contracting partner.

By way of guarantee for the proper performance by the contracting partner of its obligations, the contracting partner shall provide an irrevocable and unconditional bank guarantee under Belgian law for 10% of the agreed price in favour of BUYCK. BUYCK reserves the right to invoke this bank guarantee on first demand in the event of any non-compliance by the contracting partner of its obligations. The bank guarantee will expire with the execution by the contracting partner of its obligations and subject to a written statement of approval by BUYCK.

In the case of suspension of the activities of the contracting partner, of its application for judicial reorganization or of its liquidation, BUYCK shall automatically be entitled to withhold the sum of the guarantee until after the expiry of the 10-year liability period.

14. TRANSFER OF OWNERSHIP AND RISKS

BUYCK is the owner of the supplies and the work from the moment they are either delivered or executed.

However, the risks are all borne by the contracting partner until the date of the only or, in the case preliminary and final acceptance is provided for, until the date of final acceptance of the supplies and/or the only or, in the case of preliminary and final acceptance is provided for, until the date of final delivery of the work and/or services. The contracting partner will make all the necessary arrangements to this end in order to maintain the supplies, work and/or services in perfect condition and to monitor its work until the final acceptance or final delivery.

Any clause which postpones the transfer of ownership and/or any retention of title that cannot be relied upon against BUYCK, is subject to express prior acceptance by BUYCK.

15. ACCEPTANCE

15.1. Official orders

The acceptance of the services will be contradictory and recorded in writing between BUYCK and the contracting partner, and if these services are part of the contract entrusted to BUYCK, they will take place in the presence of the client. This acceptance will take place after the implementation of the service contract in accordance with the agreed contractual conditions and relates only to the conformity of services, such as appears from a prima facie review or a simple check. Any other non-compliance can be invoked by BUYCK until the date of the acceptance by BUYCK and/or its client.

The approval of studies, plans, calculations, etc. by BUYCK and/or the inspection agency acting on behalf of BUYCK or its client will apply exclusively as proof of receipt and can in no way be taken as evidence of any acceptance by BUYCK of conformity and/or suitability of the services provided.

Where the contracting partner should perform studies, plans and/or calculations as part of a service contract, BUYCK reserves the right to formulate motivated remarks by registered letter to the contracting partner within 8 business days. Motivated remarks shall mean observations that are corroborated by the contractual terms of the service contract. Where BUYCK makes remarks such as referred to above, the contracting partner shall be obliged to correct/adjust/add to the prepared studies, plans and/or calculations free of charge. The aforementioned right of BUYCK can in no way undermine the sole responsibility of the contracting partner in connection with the conformity and adequacy of the services provided, its liability for any latent defects whatever their importance and its ten-year liability.

15.2. Supplies without the performance of services, except those inherent in the supply

The acceptance of the supply will be contradictory and recorded in writing between BUYCK and the contracting partner, and if this supply is part of the work entrusted to BUYCK, it will take place in the presence of the client.

This acceptance will take place after the delivery of the goods at the agreed place and at the agreed time and relates only to the conformity of the delivery with regard to the quantity. Any other non-compliance can be invoked by BUYCK until the date of the acceptance/commissioning by BUYCK and/or its client.

This acceptance only covers the visible defects and that which visibly does not conform to the order, with the exception of any hidden defects whatever their importance; the contracting partner will always remain responsible for this.

The signing of a dispatch or delivery note will be valid only as proof of receipt and can in no way be considered as proof of acceptance. BUYCK reserves the right to monitor at a later date whether deliveries are in full compliance with the order and undertakes to communicate any detection of non-conformities and/or defects within 5 business days by registered letter to the contracting partner, in which case the contracting partner is required to repair/replace the delivery at no charge and to bring this into full agreement with the conditions of the order.

15.3. Execution of work with or without delivery of goods

This work will be the subject of a double acceptance, one a provisional acceptance and the other a final acceptance. Both deliveries will occur between BUYCK and the contracting partner, and where this work is part of the work entrusted to BUYCK, this should be contradictory and recorded in writing in the presence of the client;

The provisional acceptance will take place at the earliest 15 business days after the contracting partner has informed BUYCK that its work is completed. The provisional acceptance will only effect the determination of the termination of the work of the contracting partner;

Final acceptance will, unless otherwise agreed, take place one year after provisional acceptance. This final acceptance, which is the starting point of the ten-year liability, covers only the visible defects and issues that visibly do not correspond to the order, with the exception of the guarantee for all hidden defects, whatever their importance, and of the ten-year liability to which the contracting partner remains bound.

If the supply and/or work of the contracting partner resulting from the execution of work entrusted to BUYCK, the acceptance will take place back-to-back with the acceptance by the client of BUYCK. The contracting partner is bound to respond to remarks that may be formulated at this acceptance regarding the supply and/or work of the contracting partner and to repair or resolve the related defects or shortcomings within the period determined by BUYCK.

15.4. Joint provisions

Only reports signed by the persons expressly authorized by BUYCK to do so can be relied on against BUYCK. The contracting partner is obliged to ask for the authorizations in advance and to examine these.

Acceptances and deliveries may in no case and under any circumstances whatsoever be considered to be tacit. Consequently, neither the partial or total taking possession of supplies, work and/or services, nor their use, nor the absence of a dispute over a certain period, nor the full or partial payment can ever be considered as acceptance neither tacit; this list is only by way of example and is not limited.

16. GUARANTEES AND RESPONSIBILITY

16.1. The contracting partner assumes full responsibility for any damage it may cause either to BUYCK or to third parties as a result of or in connection with the conclusion or execution of the contract. The contracting partner shall indemnify BUYCK for all claims and demands made by third parties with respect to BUYCK.

During the execution of the contract, the contracting partner has sole and full custody of the goods to be processed, including raw materials, the construction site equipment to be used, tools and appliances, etc. by or at the disposal of BUYCK. The use of these is at the expense and risk of the contracting partner and it is fully liable for any damage that may result from this use. BUYCK is entitled to deduct any damage to tools, appliances, etc. or costs of replacing the tools, appliances, etc. from the invoices issued by the contracting partner.

16.2. The contracting partner guarantees that its deliveries and/or work are free from any (visible and hidden) deficiency, including those of the design, construction, material, fabrication, assembly, performance and user safety, all in the context of the circumstances in which they are used and with which the contracting partner declares it is very familiar. It will therefore be responsible for its slightest mistake. Only the evidence of intent or gross negligence of BUYCK will relieve the contracting partner of its responsibility.

The contracting partner will also be obliged to replace or adjust/improve all supplies, work and/or services, which are regarded by BUYCK or the client as non-compliant and/or faulty, and to do this within the shortest possible time and at its own expense. If the contracting partner remains in default, the non-conforming and/or defective supplies, work and/or services can be restored/improved/adjusted or replaced by BUYCK or by a third party designated by BUYCK, but at the cost and risk of the contracting partner. This provision is without prejudice to any other rights of BUYCK, including its right to request damages from the contracting partner to repair the damage.

16.3. It is expressly agreed that the contracting partner takes full responsibility for its supplies, work and/or services that BUYCK takes over from its client, both during the execution of the contract and during and after the guarantee period.

Any decision of the client concerning the work, supplies and/or services of the contracting partner will be relied on by BUYCK immediately after notification of this to the contracting partner, which is obliged to conform to this immediately.

16.4. With respect to BUYCK, the contracting partner in its capacity as "qualified specialist" (determining condition for the indication of intent of BUYCK in connection with the formation of the contract) has overall responsibility for both the design and the execution as well as the ultimate result. The contracting partner will therefore have to indemnify BUYCK for any material and/or immaterial, direct and/or indirect damage caused partially or completely by a default/shortcoming, however small, of the contracting partner.

16.5. The contracting partner remains responsible for the perfect preservation of its work and/or supplies. It will bear the associated risks, in line with what is provided in the special conditions of the contract and, if applicable, pursuant to the provisions set by the client of BUYCK. The contracting partner will therefore make all relevant in settlements to this end.

16.6. The contracting partner undertakes to indemnify BUYCK for all costs (damage) compensation, penalties, interest imposed by or claimed from BUYCK due to the non-fulfilment by the contracting partner of its obligations in respect of BUYCK.

BUYCK may deduct the corresponding amounts and set this off against all possible sums that it may owe to the contracting partner, for whatever reason.

The contracting partner expressly accepts the set off of outstanding invoices in connection with any other contract than the contract that gives rises to the calculation of compensation.

17. INSURANCE

17.1. Without prejudice to the responsibility of the contracting partner, the contracting partner will insure its employees against accidents at work, with the express waiver of recourse, also by the insurance of the contracting partner, with respect to BUYCK.

17.2. The contracting partner shall take out an insurance policy for "Construction All Risk" which covers damage to the work, as well as providing cover for any civil liability (including cross liability) and for damage to the existing goods.

17.3. The contracting partner shall insure for the entire term of the contract, without any restrictions, both its civil liability under Articles 1382 to 1386 of the Belgian Civil Code and its contractual liability, such as for fire, explosion and lightning danger. The insured amounts should be in accordance with the significance of the work, supplies and/or services, with a minimum cover up to the amount of €3,000,000. The cover afforded by the insurance does not in any way limit the liability of the contracting partner.

The contracting partner will also insure itself against recourse for whatever reason by the owners of the adjacent plots of the place where the work, services or supplies must be carried out (Article 544 of the Belgian Civil Code). The sum insured must be consistent with the importance of the supplies and/or work and possible fire and other risks. This Civil Liability insurance should entail a waiver of recourse against BUYCK and its client.

17.4. For contracts executed abroad, the contracting partner must acquire information about possible legal insurance obligations and undertakes that it will meet these (including in France: an assurance décennale obligatoire for the work specified in Act No. 78-12 (Spinetta Act) of 4 January 1978; in the UK: a employer's liability insurance cf. the Employer's Liability (Compulsory Insurance) Act 1969).

17.5. For work in France which is not subject to the statutory obligation to take out insurance, the contracting partner undertakes to conclude an assurance décennale, which cover may not be less than €3,000,000, and to include "garantie de bon fonctionnement" cover and "dommages matériels consécutifs" cover.

17.6. Insofar as expressly agreed, the contracts will generate a design responsibility on the part of the contracting partner and the contracting partner is also obliged to insure its liability for design defects. The insured amounts should be in accordance with the significance of the work, supplies and/or services, with a minimum cover up to the amount of €3,000,000. The cover afforded by the insurance does not in any way limit the liability of the contracting partner.

17.7. At the informal request of BUYCK, the contracting partner will submit a valid certificate of the aforementioned insurance. Regarding the assurance décennale, the contracting partner will submit a nominative certificate for the work in question at the request of BUYCK. BUYCK reserves the right to have a copy of this insurance policy transmitted.

18. MEASURES THAT MAY BE TAKEN BY OPERATION OF LAW AND TERMINATION OF THE AGREEMENT

18.1. In the event of default by the contracting partner with respect to any of its obligations, including in the event of delay of the contracting partner in relation to the fixed period, respect of which continues to be seen as an essential element of the contract, BUYCK is entitled to take a number of measures by operation of law if a notice of default of BUYCK sent by registered letter has had no effect for a period of 5 calendar days. The following list of possible measures is only illustrative:

- prohibit the contracting partner from further executing its supplies, work and/or services or a part thereof,
- prohibit the contracting partner from the construction site or a part of the construction site,
- continue the supply of goods and/or services of the contracting partner and have a third party complete this at the expense and risk of the contracting partner which remains in default.

In such cases, a description of the materials supplied and of the work and/or services carried out should be prepared, with an indication of quantities and an estimate of their value based on the agreed prices. A list of errors or defects that need to be repaired should also be prepared. This record and this detailed list will be prepared in a consultation between the parties or, failing this, by consultation by an expert appointed under the provisions of Article 19 below.

All the expenses and damages caused by the application of these measures as well as any difference in price arising from the execution of the supplies, work and/or services by a third party, will be charged to the defaulting contracting partner.

18.2. The provisions of Article 18.1 shall not prejudice the right of BUYCK, without notice period or compensation and without further notice of default, to invoke the breach of the contract at the expense of the contracting partner or dissolution of the contract by operation of law, by registered notification to the contracting partner and to demand compensation from the contracting partner:

- if the contracting partner fails to remedy, within 8 calendar days after the registered notice of default by BUYCK, a breach of any of its obligations vis-à-vis BUYCK (for example, but by no means limited to, the case of non-compliance with the fixed periods or a breach of health and safety obligations of the contracting partner, or of a breach of its social and/or tax obligations).
- in the case of:
 - voluntary winding-up of the contracting partner, a liquidation, a judicial reorganization procedure, whether or not this is a similar legal procedure due to a threat to the continuity of the business of the contracting partner;
 - acts performed by the contracting partner that are banned or penalized under criminal law;
 - any event, whether or not foreseeable or avoidable, in respect of the contracting partner or its subcontractors, which is of such a nature that it threatens to undermine the proper execution of the contract within the fixed period.

In the event of unilateral breach of contract by the contracting partner or if the contract is terminated at the expense of the contracting partner for breach of contract, the contracting partner will owe damages to BUYCK, where the minimum amount is fixed at 20% of the agreed price or, where appropriate, of the value of the non-executed work, supplies and/or services, and any additional damage (i.e. additional charge requested by a third party, the penalties and damage that could be claimed by the client and/or third parties, general expenses arising from the breach of contract, etc.) to be substantiated by BUYCK. The costs along with the damage suffered are attributed to the contracting partner based on the informal presentation of the invoices, including by offsetting the amounts against amounts outstanding by or payable to BUYCK.

The contracting partner will also be obliged to refund all the goods and services it has received from BUYCK in execution of the agreement. This clause will also have effect in the event of retroactive annulment or dissolution of the contract.

18.3. The provisions of Article 18.1. and 18.2. of these General Terms and Conditions shall not prejudice the provisions of Article 6 of these General Terms and Conditions.

18.4. Without prejudice to what is stipulated in Article 18.1. and 18.2. of these General Terms and Conditions, BUYCK may terminate the contract unilaterally at any time, provided it compensates the contracting partner for what has already been delivered or performed and for the existing and proven costs. Loss of profits are not reimbursed.

19. FORCE MAJEURE

Force majeure may be considered as: natural disasters, armed conflict, social unrest, crime, disease and epidemics, accidents or circumstances in which the parties to the contract are foreign and which could not reasonably be foreseen at the time of concluding the contract, or circumstances which the parties could not avoid in the contract and where they could not remedy the effects, even though they have already taken the necessary steps for this purpose, which makes it permanently or temporarily impossible for the parties to fulfill all their obligations or any part thereof.

The contracting partner of BUYCK will vis-à-vis BUYCK be able to invoke force majeure only if and insofar as BUYCK may also do this vis-à-vis its own client.

In order to invoke force majeure or exceptional circumstances, the parties are obliged to serve notice of this on the other party by registered letter within 2 calendar days after the fact or within 2 calendar days after they could or should have known of these events.

20. CHOICE OF RESIDENCE

The contracting partner shall elect domicile in Belgium and will communicate this choice of residence to BUYCK on the day of the formation of the contract.

BUYCK chooses residence at its registered office at 9900 Eeklo, Pokmoere 4.

21. TECHNICAL POINTS FOR DISCUSSION - BINDING ADVICE

If a dispute arises between the parties regarding the defective fulfillment of the contract, the non-conforming execution of the supplies, work and/or services of the contracting partner, the parties will have this dispute resolved with binding effect by a technical expert appointed jointly by them, insofar as it relates to purely technical discussions, non-conformity and the designated method of recovery. This expert will be charged with the following contract, which must be carried out within the shortest possible time:

- to determine technical non-compliance, technical failures or technical shortcomings and to describe these;
- to determine the measures needed in view of the progress or resumption of the execution of the contract;
- to determine the appropriate method of recovery;
- to acquire any useful information in light of this and to answer all relevant questions and comments of the parties.

If the parties, however, do not reach agreement within 14 days of the dispute on the appointment of a technical expert, either party may bring the dispute before the courts provided for in Article 26 of these General Terms and Conditions, in which case no further attempt at reconciliation should take place. The parties accept and recognize that the findings of the expert have the scope of a binding opinion which will irrevocably bind the parties.

The statement of costs and fees of the expert shall be borne by the party that is unsuccessful.

22. CO2 EMISSIONS INVENTORY

At the first written request of BUYCK, the contracting partner shall provide the CO2 emissions inventory of its business to BUYCK, at its own expense, for the year in which the work was performed for the contract with BUYCK and the preceding year. This inventory must comply with ISO 14064-1 it and/or the GHG Protocol. The CO2 emissions inventory must include a verification statement from a certifying body (CI). This statement of the CI must at least meet the requirements as stated in ISO 14064-3 under 'validation and verification statement' and/or as stated in the EA-6/03 under 'verification statement'.

23. REFERENCE AND PUBLICITY

Subject to the prior written permission of BUYCK, the contracting partner may not use the name 'BUYCK' in its advertising and publicity material or in any other way.

24. CONFIDENTIALITY

All information, documents, records or models that BUYCK makes available to the contracting partner (including but not limited to contract documents, plans, working drawings, diagrams, calculations, documents, etc.) (hereinafter: confidential information), remain the property of BUYCK and may not be disclosed to third parties or transferred under any circumstances, without the written consent of BUYCK. The contracting partner undertakes to return the mentioned items (including any copies made) to BUYCK in good condition and at the first request of BUYCK and at the latest once the order has been executed. The confidential information must not be disclosed to third parties and may only be used for the execution of the contract with BUYCK. In particular, the contracting partner undertakes not to provide, directly or indirectly, information about BUYCK to competitors of BUYCK, including but not limited to the type of products, customers, working methods, the designs or models, quality, prices and the like of or used by BUYCK, and never to work on the basis of the confidential information or to provide services or goods to third parties.

The contracting partner also undertakes to take all necessary and appropriate measures and steps to always protect the confidential information obtained effectively against loss and unauthorized access. This includes, in particular, the provision and maintenance of appropriate and necessary access measures for rooms, cupboards, IT systems, data carriers and other information media, in or on which confidential information is provided, as well as the implementation of appropriate instructions to the persons entitled to deal with confidential information.

The contracting partner undertakes to inform BUYCK immediately in writing of the occurrence of any loss and/or unauthorized access to confidential information at the contracting partner, or which might have occurred. The contracting partner shall impose the same duty of confidentiality on its staff, employees and agents.

In the event of the failure to observe the obligations foreseen by the duty of confidentiality by the contracting partner, BUYCK has the right to terminate the contract in whole or in part and/or claim compensation of a fixed amount determined as €25.000 per infringement ascertained, without prejudice to the right of BUYCK to prove additional damage and to claim compensation for this.

25. INTELLECTUAL AND/OR INDUSTRIAL RIGHTS

The contracting partner recognizes the intellectual and/or industrial property rights of BUYCK as regards its trademarks, trade names, drawings, models, diagrams, calculations and plans and undertakes to always respect these. It states that all the work and data that are part of or susceptible or subject to copyright and/or intellectual or industrial property protection, including but without limitation to all texts, software, calculations, concepts, methodologies, drawings, diagrams, graphics, logos, trade names, brands, etc., which have come to its notice through BUYCK, have been disclosed or have been made available during or following the execution of the contract, are and remain the exclusive property of BUYCK or its possible licensor(s) and that the right of use of the contracting partner to the work and data is restricted to the purpose of executing this contract with BUYCK and to the supply of the ordered services and/or goods and/or the execution of the ordered work.

When the contracting partner, in the context of the execution of the contract with BUYCK, creates certain intellectual and/or industrial property rights in connection with the ordered services and/or goods and/or the execution of the ordered work, it will hereby expressly, unconditionally and irrevocably transfer to BUYCK all patrimonial copyrights (reproduction rights, notification rights, translation rights, distribution rights and adaptation rights as well as public performance rights) in this regard, which BUYCK accepts.

The current operating methods and forms are all applications of the creations of any paper medium (books, albums, publications in newspapers, derived graphic carriers, labels, etc.) or sound carriers, visual carriers, electronic carriers or information carriers (such as videocassettes, CD-ROMs, CD-RW, Blu-ray Discs DVD-ROMs, tapes, HDDs, USB flash drives, SSDs, etc., both on individual PCs, laptops, tablets, smartphones as well as on servers or in data centers or via web servers accessible via the Internet and via transmission through networks and all this worldwide) and all forms of merchandising (leaflets, flyers, posters, poster stands, POS materials, banners, etc.). The current operating methods and forms are all applications of the creations on any paper medium or sound carrier, visual carrier, electronic carrier or information carrier and all forms of merchandising. This transfer applies for the entire period in which the aforementioned creations are protected by copyright, for all territories of the world (and in all languages). This transfer takes place by operation of law as and when these rights are established in respect of the contracting partner. The contracting partner declares that it has been fully compensated for the transfer of the aforementioned intellectual property by the payment by BUYCK of the agreed price for the work, services or goods.

The contracting partner represents and guarantees as far as it knows or should know that it has not infringed intellectual property rights and/or contractual rights of third parties during the production of the goods or the execution of the services and/or work, and it indemnifies BUYCK against any demands, entitlements, claims or damage (including procedural costs, assistance costs and attorneys fees), resulting from the infringement of intellectual and/or industrial property rights or contractual rights of third parties by goods, work, systems, materials and/or software that is developed, delivered or transferred by the contracting partner in execution of the contract with BUYCK. Furthermore, the contracting partner undertakes to either replace these goods, works, systems, materials and/or software at its own expense with equivalent goods, works, systems, materials and/or software, at the first request and choice of BUYCK, or to obtain a free licence on behalf of BUYCK with, in both cases, full reimbursement of the costs and damages incurred by BUYCK.

26. APPLICABLE LAW - DISPUTE SETTLEMENT RULES

Only Belgian law shall apply with the exception of the mandatory provisions of law applicable to the building site. The application of the Vienna Sales Convention of 11 April 1980 shall be expressly excluded.

Any dispute relating to the interpretation, conclusion, performance or termination of the contract with BUYCK will be primarily the subject of an attempt at reconciliation between the two parties. If and after it appears that the dispute cannot be settled amicably, this will be submitted to the competent courts of the registered office of BUYCK. BUYCK reserves the right, however, to bring this dispute before the courts of the registered office of the contracting partner or, if necessary, before the courts of the place of execution of the contract.
