

## GENERAL TERMS AND CONDITIONS

### GENERAL PROVISIONS

1. These general terms and conditions apply to all trade relations and agreements concluded by DE BONTE NV, DE BONTE INTERNATIONAL BV, DE BONTE - VAN HECKE NV, C.A.S.Q.C. Prefarails NV, B.P.M.N. NV, Thio Materials Belgium NV, Thio Track Belgium NV, Thio Materials BV and/or all other companies that are part of DE BONTE group (hereinafter referred to as "DE BONTE"), as well as to all offers and deliveries, expressly excluding all other terms and conditions, as possibly originating from the other party.

2. Each order implies acceptance of these general terms and conditions. The order becomes final only after explicit written confirmation by DE BONTE. From the first delivery, the terms and conditions are automatically binding.

3. Any deviation from these conditions must be the subject of a written agreement signed by DE BONTE. Insofar as special ordering or sales conditions differ from the general terms and conditions, the application of the special conditions shall prevail. In that case, the general terms and conditions apply in addition and to the extent that the special conditions do not deviate from them. Should one or more conditions or a part thereof not be valid or should an express deviation from them be allowed, this will not affect the validity and applicability of the other conditions.

#### Offer - order - changes

4. DE BONTE's offers are always non-binding and are only valid for a limited option period of maximum thirty days from the offer date, even if this option period has not been explicitly mentioned. Also, DE BONTE's offers are valid only if ordered in their entirety, unless stated otherwise. In any case, DE BONTE's offers are based on the data provided by the other party. If these are incomplete or if changes are made after ordering, DE BONTE has the unilateral right to change prices.

5. Unless otherwise agreed, transport costs, packaging costs, as well as all duties, VAT and other levies are not included in the price and shall be borne by the customer.

6. Full or partial cancellation of an order by the customer must be made in writing and will give rise to fixed compensation in the amount of the invoice value of the cancelled quantities plus removal and destruction costs, without prejudice to DE BONTE's right to recover the actual damage suffered.

7. Collections or deliveries for a next working day (exceptional transport: two working days) cannot be changed or cancelled after 10 am. All costs due to late changes or cancellations will be charged to the customer.

#### Deliveries

8. The stated delivery times are indicative and not binding. Delays in delivery can never be grounds for refusal to accept delivery of the products, suspension of the payment obligation, any compensation or dissolution of the agreement.

9. When products are collected from DE BONTE's premises, the risk for the products passes to the customer at the time of delivery to the customer, his authorised representative or carrier. DE BONTE cannot be held responsible for any damage to property of the customer or third parties.

Failure to collect products within the specified delivery period:

- For elements below 25 tonnes in weight that remain on DE BONTE's premises for more than three months after the specified delivery date, EUR 3/m<sup>2</sup> in rent will be charged per day.
- For elements heavier than 25 tonnes that remain in DE BONTE's production hall for more than seven days after the final pouring phase, compensation of EUR 30/m<sup>2</sup> per day will be charged.

Other solutions can be worked out in consultation, but their cost (including administrative surcharge) will be charged to the customer.

DE BONTE reserves the right at all times to demand full delivery of the products ordered.

10. In case of delivery by DE BONTE, the customer is responsible for the accessibility of the anticipated place of delivery for any transport (whether exceptional or not). Transport must be unloaded within 30 minutes of arrival at the destination. If this time is exceeded, it will be charged to the customer.

Products are always transported and unloaded at the customer's risk, even if DE BONTE is responsible for the transport or if it bears the transport costs.

Unless otherwise agreed, products shall be delivered FCA at the designated place in accordance with Incoterms 2010.

11. Cases of force majeure, irrespective of whether they temporarily or definitively render the performance of the agreement impossible, automatically suspend or extinguish DE BONTE's obligations in relation to this agreement and release DE BONTE from any liability or damage that may arise as a result. The following, among others, are considered cases of force majeure by DE BONTE: accidents, wars and their consequences, fire, strikes, lock-outs, disturbances, floods, bad weather conditions, difficulties in transport, disruption or cessation of production occurring at DE BONTE or its suppliers, as well as any cause beyond DE BONTE's control that render the performance of the agreement impossible. This list is not exhaustive.

#### Receipt of the products

12. Before unloading, the consignee (the customer or his authorised representative) first checks the shipment for completeness and conformity with the call or order. Products are checked for visible defects including, but not limited to, nominal dimensions, any connections and seals. The delivery note is always signed, indicating the name of the consignee and any comments.

13. If, upon delivery of products at the destination, other products or materials are to be returned to DE BONTE, this must be clearly agreed in writing. Only after agreement by DE BONTE will they be taken back, depending on the truck's route planning.

14. Deliveries at multiple unloading points must be clearly agreed in writing. This will be scheduled only after agreement from DE BONTE.

#### Complaints - liability

15. Compliance with lifting and installation instructions is the customer's responsibility.

16. Complaints must be notified to DE BONTE in writing within 24 hours of delivery of the products, otherwise they will not be considered. Cloud formation, colour differences, burrs, air bubbles, etc. can never be grounds for any form of compensation.

The submission of complaints does not entitle the customer to defer payment of the products delivered.

17. Processed or used products are deemed to be definitively accepted.

18. In case of a complaint being accepted, DE BONTE's liability never extends beyond reimbursement or replacement of the products, the non-conformity of which it acknowledges, at DE BONTE's discretion.

19. DE BONTE is not liable for product liability as regulated by the provisions of Book IX of the Code of Economic Law.

If any fault or defect (hidden or otherwise) can nevertheless be blamed on it, DE BONTE's liability in principal, interest and costs shall not extend beyond the invoice value of what was delivered.

DE BONTE cannot be held liable for indirect damages including lost revenues or lost profits.

20. The technical clauses in the specifications can be deemed to be known only to the extent they were communicated to DE BONTE by the customer before the conclusion of the sale.

#### Retention of title

21. The products sold shall remain the property of DE BONTE until full payment of the principal of the sales price and any accessories, interest, fees and costs.

In case of resale, DE BONTE retains the possibility to claim the amount corresponding to the value of the resold products. The retention of title is transferred to the resale price. Once the products are delivered, the customer bears all risks (including force majeure and destruction) and the storage charges.

In the event of non-payment of any of the amounts due on the due date, DE BONTE shall be entitled to recover the products.

#### Invoices - Payment - Late payment

22. Unless otherwise stipulated in writing, DE BONTE's invoices are payable in cash on the date of delivery. DE BONTE may at any time demand security for payment to ensure the proper performance of the customer's commitments. DE BONTE is entitled to suspend orders or parts of orders yet to be delivered as long as such security has not been provided.

23. The invoices of DE BONTE NV, DE BONTE - VAN HECKE NV and C.A.S.Q.C. Prefarails NV have been assigned to KBC Commercial Finance NV (Havenlaan 6, B-1080 Brussels). These invoices must be paid only into the account number mentioned on the invoice.

24. Protest against invoices must be motivated by registered letter within eight days following the date of the invoice, on penalty of forfeiting the right to protest.

25. The non-payment on the due date of one invoice makes the due balance of all other, even non-due invoices immediately due and payable by operation of law.

26. In case of full or partial non-payment on the due date, default interest of 1% per month from the due date of the invoice shall be payable on the outstanding amount by operation of law and without prior notice of default, and the invoice amount shall be increased by 10%, with a minimum of EUR 75, by way of fixed compensation.

27. All invoices are prepared and paid in the agreed currency. Conversion is not accepted, if not DE BONTE reserves the right to immediately claim any exchange rate differences that occur. All costs associated with payments shall be borne by the customer.

28. DE BONTE will also be entitled to offset claims against the customer against any claims the customer may have against DE BONTE.

29. DE BONTE reserves the right to suspend or terminate the sale, by operation of law and without notice of default, if the customer fails to fulfil its obligations. The same will apply in case of bankruptcy, liquidation, dissolution or payment difficulties of the customer. If DE BONTE exercises this right, it will be entitled to collect or recover the delivered products. Any advances remain DE BONTE's by way of compensation, regardless of the right to claim additional compensation.

#### Applicable law and dispute resolution

30. All disputes that cannot be settled amicably shall be settled before the competent courts of the judicial district in which DE BONTE's registered office is located. DE BONTE may always choose to settle the dispute in the courts of DE BONTE's domicile or registered office. These terms and conditions are governed by Belgian law. However, for contracts with customers based in the Netherlands, the retention of title clause (Article 21) and its application are governed by Dutch law.