

GENERAL TERMS AND CONDITIONS

General scope of the terms and conditions

The present terms and conditions contain and govern the entire agreement between the client and our company in respect of all the works requested from or by us or entrusted to or by us. The present terms and conditions shall be deemed to be irrevocably accepted when the client signs the purchase order, quote or agreement, regardless of any previous correspondence and regardless of any other terms and conditions or any documents or forms of any nature whatsoever of the client. All and any derogations from the present terms and conditions must be established in writing. Clauses in the contract which rule out the application of our general terms and conditions are null and void.

In the case of construction and renovation operations and all other assignments involving administrative permits and licences, we do not assume any responsibility with regard to the administrative permits and licences. Any loss, damage and penalties arising therefrom shall be defrayed in full by the client.

Our quotes are binding only if they are signed by the managing director or his representative and remain valid for 1 month. If the VAT rate should be changed before the balance of the price is billed, the price of the works still remaining to be billed shall be adjusted accordingly, even where a price was agreed that includes VAT.

All studies, plans, documents, sketches, drawings, samples and designs shall remain our property, protected by applicable intellectual property rights. When handed over to the client, they may not be misused, whether by the client or by third parties. The client is liable for any possible misuse and our company reserves the right to claim compensation. At a minimum, this sum in compensation shall be 10% of the contract price. On first request, the above documents must be returned.

Scope of the order

All changes, additions or omissions relating to the work as detailed in the purchase order/quote/agreement must be the subject of an addendum to the purchase order/quote/agreement. In the absence thereof, in all cases it shall be irrevocably assumed that these works were carried out in accordance with the verbal instructions of the client. Any written confirmations or notifications from our company concerning a change to, an addition to or omission from the works as detailed in the purchase order/quote/agreement, shall be irrefutable, accepted and irrevocable on the part of the client in the absence of his written observations within 24 hours from the time of dispatch of our communication or confirmation.

Provisions imposed by the safety coordinator and not known at the time when the quote was submitted are not factored into our quote, unless stated otherwise. These provisions shall be passed on to the client.

Additional works may be corroborated using all means available under the law.

Provisions imposed by the client that were not known at the time the quote was submitted are not factored into our quote, unless stated otherwise. These provisions shall be passed on to the client. The assignment will be carried out only if our company has timely access to the relevant information, contained in studies, plans, documents, sketches, drawings, samples and designs, etc. This technical information is to be provided by the client and/or his appointees (e.g. architect or engineering consultancy agency) ahead of delivery. This information must be provided to our company in good time so as to give us sufficient time to properly prepare the works. If this is not the case, our company waives all and any liability for delays or deadline exceedances. On no account shall our company accept liability for not achieving the E level.

Deliveries and deadlines

All deadlines for the performance of labour and the execution of works, if specified, are put forward only on an indicative basis, and late delivery or execution shall not entitle the client to cancel the order or to claim compensation, or to suspend his payment obligations. In any case, all events which constitute an insurmountable obstacle or forcing us to temporarily or definitively halt or cease the works shall be considered as an instance of force majeure, such as (albeit not limited to) accidents, war and the effects thereof, bad weather conditions, strikes, lock-outs, shortage of manpower and materials, disruptions of and problems encountered in the area of transport, etc. occurring at our company or at our suppliers.

By operation of law and without entitling the client to any kind of compensation, the temporary suspension of the works by reason of force majeure shall mean that the original fulfilment deadline shall be extended by a period equal to the suspension period, increased by the length of time required to restart the construction site. On no account shall the accidental destruction or damage or force majeure of the delivered items or the work carried out, either as a result of the client's own fault or that of persons for whom he is responsible or of persons authorised or tolerated by the client, come at the expense of our company.

The client shall ensure that the works can be started immediately. Failing this (a wait in excess of 15 minutes), the direct and indirect costs arising from the loss of time shall be billed to the client, without prior notice of default. The client shall make sure the site has electricity and water, available to be used by our company free of charge. The client shall ensure the careful storage of the goods delivered at the site and the protection thereof.

If the client fails to attend the contractually agreed Maintenance and/or One-time Cleaning and/or System Inspection appointment, the contractor shall leave a message asking the client to contact the contractor. If the client fails to comply with this request, the contractor shall submit the same request again in writing.

If the Client fails to comply with this second request without valid reason, the contractor shall be deemed to have complied with its obligations in respect of carrying out maintenance. In the above case, the client shall be billed the call-out costs.

Liability for damage

The client shall be liable vis-à-vis our company for all harmful events that occur at the construction site to our goods, employees or subcontractors and their materials, both as a result of his own fault (even the slightest) and that of the persons for whom he is responsible or that of third parties whom he has admitted to or tolerates at the site where the works are performed. The client shall defend, indemnify and hold our company wholly harmless against claims from third parties in the same regard. Our company waives all and any liability for the loss, theft, loss of value or damage to the materials or works of any kind entrusted to us by the client with a view to their adaptation, conversion, restoration or any other manipulation requested from our company, both on and off the construction site, as well as during the transport or the demolition/placement thereof. The client shall be liable vis-à-vis our company for all negative effects sustained by our company as a result of all and any harmful actions caused by or through the materials or works, regardless of nature, entrusted to our company by the client.

The contractor waives all and any liability for damage as a result of freezing, lightning strikes, contamination of the internal pipelines, pipe leakage or malfunctions in the gas or electricity network or in the event of force majeure and operating errors.

Where the liability of our company were to be prejudiced regardless, said liability shall be limited to a reduction of the price or, as the case may be, to a cancellation of the outstanding payment, which the parties shall accept as compensation in full and final settlement in that case. All price reductions shall be established based on the severity of the errors as duly corroborated.

The works must be carried out in accordance with best practices. Said practices are set out in the actual agreement or in the specifications or, failing this, in the technical regulations of the WTCB (*the Belgian Building Research Institute*). The client hereby accepts and agrees to the said execution rules.

On no account shall our company accept liability for defects of any kind in goods and materials supplied by the client, his subcontractors, vicarious agents or appointees. The provisions of articles 1643 et seq. of the Civil Code regarding hidden defects or flaws in the sold items shall not apply, with the exception of article 1648.

The client shall make sure the construction site is appropriately insured prior to the start of the works.

Our company waives all and any liability for any damage to movable and immovable property adjacent to the construction site that is the inevitable consequence of the execution of the works and that cannot be attributed to a fault on the part of our company. As such, our company shall not be liable for faultless nuisance to neighbours. The client shall be liable for such loss and damage vis-à-vis third parties and shall not be in a position to exercise any kind of recourse against our company.

Termination

The client shall be free at all times to terminate the assignment entrusted to us, whether before or during the execution of the works. Where this is the case, the client shall be under obligation at all times to pay the costs and charges already incurred, the works already carried out, along with the materials and supplies already delivered in full, plus a compensation equal to 20% of the total contract price exclusive of VAT for the further loss of the contract assignment.

If we ourselves were to break or cancel the agreement or if the agreement is broken by us, the client, insofar as he is a consumer, shall be entitled to the same compensation at our expense.

Handover

If no handover has been scheduled, the delivery of the goods or materials or the execution of the work as such, going unprotested by the client by way of a letter sent by recorded delivery within eight days from the delivery or execution, shall be considered as final and irrevocable acceptance of the goods delivered or the works executed, both with regard to the visible and the hidden defects.

In all cases, the unconditional payment of the statements of claim, advances, invoices or other cost statements without reasonable protest in accordance with the terms and conditions set out in the following article shall be deemed to constitute definitive and irrevocable acceptance of the works specified therein or virtually included therein.

In all cases, the unconditional occupation by the client or his vicarious agents of all or part of the building or the ducts cleaned shall be considered as definitive and irrevocable acceptance of the works.

Complaints

In order to be valid, any complaints must be lodged by letter sent by recorded delivery to our company's registered office within eight calendar days from the date when the invoice, statement of claim or costs was dispatched or after completion of the works. Beyond this deadline, the works and/or materials and supplies shall be deemed to have been definitively accepted whereby this point in time shall be taken to be the sole and final handover. The invoice date is irrefutably presumed to be the date on which the invoice was dispatched. In all cases and without exception, payment of the invoice without protest within the deadline set shall constitute appropriate proof of the services delivered. Proof of dispatch of the invoice shall be provided by our outgoing invoice book or inclusion in the VAT returns.

Reservation of title

The title of ownership of all goods, materials and supplies as well as the works carried out, shall remain with our company until our invoices (i.e. the principal sums and incidentals thereof) are paid in full. This also applies where the works, supplies, goods or materials of our company are only part (incidental) of a larger whole (the main) of which the ownership or parts thereof were not to belong to our company. However, the risk associated therewith shall transfer when the goods leave our warehouses. From the moment of delivery at the construction site, the client shall assume responsibility for damage to or the alienation of these goods.

Payment methods

All our orders and deliveries are payable in cash to our registered office. Our company reserves the right to demand payment of an advance over the works to be carried out before accepting the order and/or a different type of guarantee to be determined by our company, ahead of the start of the works.

In all cases, the VAT and all other taxes, duties, levies or costs shall be defrayed by the client.

Where the client fails to pay the principal sum of an invoice within the set deadline, the full amount shall become claimable at once and in full without further notice of default, even where some of the sums thereof are yet to fall due.

Late payment, costs and incidentals

By operation of law and without notice of default or any other kind of formalities, all debts of a client which remain unpaid on the due date shall attract an interest of 10% per annum, counting from the due date until the day of payment in full, as well as a flat rate sum in compensation of 10%, with a minimum of €125, over the amount due in principal.

In the event our company is unable to hand over the works within the set deadline, the client, where he is a private consumer, shall be entitled to an equivalent sum in compensation as detailed in the article above.

Any delays in payment may lead to the suspension or destruction of the deliveries and works remaining to be carried out, and the refusal to accept new orders.

The client hereby expressly accepts and agrees that billing shall be performed electronically. The invoices shall be sent to the e-mail address provided by the client when placing the order.

Processing of personal data

We collect and process the identity and contact details that we receive from the client and that relate to the client himself, his staff, employees, appointees and other useful contact persons. The purposes of these processing operations are the performance of this agreement, customer management, accounting and direct marketing activities such as the sending of promotional or commercial information.

The legal grounds are the performance of the agreement, compliance with statutory and regulatory obligations (such as the 30bis declaration of works for instance) and/or the legitimate interest of our company. For direct marketing purposes by e-mail (such as a newsletter or invitations to events), the client hereby gives his express and free consent to our company to use his personal data.

The data controller is HAMSTER CLEANING NV with registered office at 15 B bus 3 Nieuwpoortlaan in 3600 Genk with company number 0546.543.431. The aforesaid personal data shall be processed in accordance with the provisions of the General Data Protection Regulation and shall be passed on to processors, recipients and/or third parties only to the extent necessary within the framework of the aforesaid processing purposes. The client shall be responsible for the correctness and updating of the personal data he provides to our company and undertakes to strictly comply with the provisions of the General Data Protection Regulation with regard to the persons whose personal data he has transmitted to our company.

The client hereby confirms that he has been adequately informed about the processing of his personal data and about his rights of access, correction, deletion and objection. For further information, our company expressly refers to the Privacy Statement, attached as an appendix to the present agreement, available to be consulted at our website www.hamstercleaning.be. The client hereby confirms he has duly read this Privacy Statement and accepts and agrees to the content thereof.

Express Arbitration clause

Any disputes shall be settled by the Arbitration Body appointed by the Institute of Arbitration (www.euro-arbitration.org), in accordance with the SDR (Standard Dispute Rules) arbitration rules. This provision replaces all jurisdiction clauses contrary thereto. The present agreement shall be governed by Belgian law.