

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.

Concepts

Request: The request from a Client to enter into a Service Account.

One-time Cleaning: The one-off cleaning of the System at the Client's request.

Balance Ventilation Unit: The Balance Ventilation Unit as supplied and installed by the manufacturer.

System: The System is described in the Request tendered by the Client and typically consists of: the Balance Ventilation Unit or motor, the valves, the position switch and the air ducts. The following are excluded from the System:

- Ground pipes of ground heat exchangers
- Extractor hoods and extraction ducts
- Air conditioning units

System Inspection (Commissioning): The System Inspection covers the following elements:

- the inspection of the System to assess whether the System meets the requirements as a System;
- initial maintenance;
- replacing filters on a Balance Ventilation Unit;
- initial duct cleaning

Maintenance: Carrying out maintenance work to a System in accordance with the maintenance cycle and in accordance with the product description pertaining to the Service Account or arrangements made with the Client in the Service Account.

Client: The natural or legal person who enters into a Service Account with the Contractor to supply services, work and deliveries.

Contractor: Hamster Cleaning NV, 17 Nieuwpoortaan in 3600 Genk, Belgium. Company number: 0546543431.

Service Account: The agreement between the Client and the Contractor, which obliges the Contractor to carry out maintenance and/or remedy Malfunctions in accordance with the product description associated with the Service Account.

Rates: The prices established per Service Account or other services offered are exclusive of VAT.

System

In order to qualify for a Service Account and/or a One-Off Cleaning, the following requirements apply:

- The System may not contain asbestos;
- The System must be free of cables, wires and/or other materials that are not originally part of the System
- The air ducts of the System must be free of non-system-specific devices or installations (e.g. a motorised extractor hood) and the ducts may not be closed and/or sealed in any way.
- Accessibility of the Balance Ventilation Unit. The valves must be safe and in proper working condition in accordance with applicable law and regulations (ARAB) and VCA standards, to be established at the Contractor's discretion;
- The System may not be overdue for maintenance and must be in a good state of repair at the time the Service Account is concluded; it must operate properly - to be established at the Contractor's discretion - and meet the requirements set out in these General Terms and Conditions.

The Client hereby offers assurances that the System meets the requirements set out in paragraph 1.

The System must be subjected to a System Inspection (Commissioning).

For Systems from a manufacturer whose maintenance requires special attention, equipment or maintenance cycle, or where the manufacturer advises the Contractor to this end, the Client must point this out to the Contractor. In consultation with the Client, as a result of the above, the Service Account may be adjusted and attract a different rate.

The Contractor reserves the right to exclude Systems and is at liberty to refuse to conclude a Service Account with a Client, for instance where no spare parts are in stock or where such spare parts are not available under normal conditions or within a reasonable period of time.

Components of the System, such as grilles, external air grilles, ducts, etc. that are higher than 4 metres, are excluded from the System, unless adequate access is provided by the Client.

Start date of Service Account and System Inspection

The Service Account (Commissioning) shall start after the System Inspection has been carried out and the System has been approved by the Contractor. The System Inspection shall take place as soon as possible and in all cases within three months after confirmation of the request for the Service Account, in order to assess whether the System complies with the provisions of the present General Terms and Conditions. The Client shall be billed for the costs of the System Inspection. Faults may be reported only from the time an appointment has been made for the System Inspection (Commissioning). Until the System has been approved, the handling of faults and any repairs, material costs, call-out fees and labour shall be billed.

If a System Inspection has not taken place within four months of the confirmation of the request, the Contractor shall accept the System without reservation.

Where the appointment for a System Inspection cannot take place due to the Client's fault, the Service Account shall be dissolved upon the expiry of these four months without notice of default. In that case, the Client shall be under obligation to reimburse the Contractor for any costs already incurred.

The System Inspection checks the System's compliance with the requirements. In all cases, the costs of any materials required for the System Inspection shall be billed at prices quoted ahead of time.

If the System is approved, the System Inspection shall also be deemed to be the first maintenance.

If the System cannot or cannot be appropriately repaired during the System Inspection, to be established at the Contractor's discretion, the Service Account shall be terminated with immediate effect without notice of default. In that case, the Client shall be under obligation to reimburse the Contractor for costs already incurred for work performed or parts supplied.

Service Accounts and One-time Cleaning

The terms and conditions of the Service and Maintenance Subscription for a Balance Ventilation Unit are available to be consulted

at www.hamstercleaning.be

The Service Account, the System Inspection and the One-time Cleaning apply to one Balance Ventilation Unit including air ducts with a maximum of 10 connection points. Where several Balance Ventilation Units are present in one dwelling, an inspection must be carried out of each System and/or a Service Account must be taken out

per System. Where several connection points are present, the costs of the extra working hours required to clean the air ducts shall be billed. A quote shall be raised for these extra working hours.

Malfunctions and work not covered by the Service Account

The following malfunctions do not come under the scope of a Service Account. As such, they shall be billed in full, including labour, material and call-out costs:

- Malfunctions caused by inattention on the part of the occupant, such as a motorised extractor hood that is connected to the System, sealed drain/supply ducts, pulling cables, etc. into the System, or
- Careless operation of the System.
- Lightning strike or other weather conditions.
- Improper use of the System (using the System for purposes for which it is not intended), for example:
 - o Connecting a motorised extractor hood
 - o Connecting a tumble dryer
- Constructional defects
- Design or installation errors that prevent the System's proper operation
- The unlogging of pipe sections which acts to obstruct the proper operation of the System, e.g. a pipe section jammed with construction or demolition waste.

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 shall 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.

If carriage paid delivery to the construction site or the warehouse has been agreed, our company, its subcontractors or appointees shall be under obligation to deliver to this location only insofar as it can be normally reached. Where this is not possible, the goods shall be unloaded on the spot, next to the transport vehicle. From this time forward, the goods shall be wholly at the risk and expense of the Client.

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 on 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 applicable call-out fee.

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 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, value depreciation 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 their nature, entrusted to our company by the Client.

In the event of a failure by the Contractor in the fulfilment of its obligations under the Service Account due to wilful intent or gross negligence on the part of the Contractor, the Contractor shall be liable for direct personal injury or property damage that is the immediate consequence thereof up to a maximum amount of € 450,000.00 per event.

However, in no event shall the Contractor be under obligation to pay compensation for consequential loss, including business interruption, loss of profit or loss of income.

The Contractor shall not be liable 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 and any 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 our care, 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.

Acceptance of the works

Our guarantee for our supplies shall be limited to the guarantee we are able to obtain from our suppliers. However, to qualify for guarantee coverage the goods may not have been incorporated or treated. In all cases, the guarantee shall be restricted to the replacement of the defective parts. The cost of carriage and working hours shall be defrayed by the Client. Our company declines payment of any kind of refunds, allowances or sums in compensation, regardless of the reason.

Our company waives all and any liability for minor changes in the construction, design, dimensions and colours made by the manufacturer, unless the purchase order expressly shows that the construction, design, dimensions and colours constitute an integral part of the contract to the Client.

Minor differences in colour or slight differences in the dimensions of goods shall not be regarded as a non-compliance, or as a visible or hidden defect or flaw, insofar as they are unavoidable from a technical perspective or are generally accepted or are specific to the materials used.

Handover

The ten-year liability set out in articles 1792 and 2270 of the Belgian Civil Code shall apply where required by law. In addition, unless otherwise agreed in writing, a 6-month guarantee shall apply from the date of handover in respect of the works carried out for minor hidden defects or flaws. No guarantee is offered in respect of the repairs carried out. The guarantee shall be restricted to the replacement of any part that has been proven to be defective in construction and/or assembly, to the exclusion of any further compensation.

However, the guarantee does not cover:

- the injudicious use or handling of the products, materials and devices;
- the loss or damage caused by force majeure;
- the addition and use of additional equipment in a manner that is not compliant with the supplier's technical requirements;
- an act or wilful error of any person, including the purchaser
- or his appointees;
- any use of the products, materials and equipment other than that which is reasonably foreseeable, in view of their characteristics, except where the seller has authorised such use in writing, at the latest at the time of the conclusion of the sale;
- damage caused by frost or moisture;

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 entered 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) 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 time 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.

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 17 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 that 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.