

TERMS AND CONDITIONS
NORMEC OWS NV JANUARY 2026

1. DEFINITIONS

- 1.1. Contractor: Normec OWS NV, with registered office in Panterschipstraat 163, 9000 Ghent (Belgium) and registered with the Crossroads Bank for Enterprises under number 0433.270.195, RPR Ghent, department Ghent, or any other company within Normec OWS NV which provides services to Contractor.
- 1.2. Client: each natural person or legal entity at whose behest Contractor provides services.
- 1.3. Agreement: the agreement between Contractor and Client, which is governed by present terms and conditions.
- 1.4. Project: an assignment that may include one or more Subprojects.
- 1.5. Subproject: a separate component or phase within a Project that can be initiated or invoiced separately.
- 1.6. Extension: an extension of the duration of a Project or Subproject.
- 1.7. Voucher: a credit issued by the Contractor to the Client in the event of cancellation on the conditions set forth in these general terms and conditions.

2. SCOPE

- 2.1. These terms and conditions apply to all offers and/or Agreements pursuant to which Contractor provides services and to all purchase orders which are accepted by Contractor, including purchase orders placed through email and web portal. Acceptance of a purchase order by Contractor is only possible by confirmation of acceptance in writing or by sending an invoice on which the number of the purchase order is specified.
- 2.2. Deviations from these terms and conditions are only valid if these are expressly agreed upon in writing or through email between Client and Contractor.
- 2.3. Contractor and Client expressly reject the applicability of the terms and conditions (of purchase) used by Client.

2.4. If one or more of the provisions in these terms and conditions are void or voidable, then the other provisions of these terms and conditions remain in full force and effect.

2.5. These terms and conditions replace all previous offers and agreements, both oral and in writing, between Contractor and Client.

3. OFFER(S)

3.1. All offers of Contractor are entirely without obligation. Contractor reserves the right to refuse Projects, Subprojects or Extensions.

3.2. If the acceptance by Client (on minor points) deviates from the offer of Contractor, then the Contractor is not obligated to it. The Agreement will then not be formed in accordance with this deviating acceptance.

3.3. Apparent errors or mistakes in offers, agreements or email messages of Contractor do not bind Contractor.

3.4. Offers, prices and rates which apply for a certain Project, Subproject or Extension, do not automatically apply to future Projects, Subprojects, Extensions or Agreements between Client and Contractor.

3.5. Contractor is only obligated by agreements after and to the extent that these are confirmed in writing by Contractor and Client. Agreements only made orally do not obligate Contractor.

3.6. All offers automatically lapse after expiry date.

4. FORMATION OF THE AGREEMENT

The Agreement is formed whenever (i) Client has signed an offer or agreement and has returned it to Contractor, (ii) a purchase order is accepted by Contractor as set out in article 2.1, or (iii) Contractor proceeds to carry out a purchase order.

5. EXECUTION OF THE AGREEMENT

5.1. The obligation of Contractor concerns a best-efforts obligation and not an obligation of result.

5.2. Contractor designs its test programs on the basis of its expertise and updates of certification

- bodies. The consequences for deviations in conditions or results for tests which are started before a final decision of a certification body - for example in order to save time - cannot be recovered from Contractor. Although Contractor provides advice, certification bodies always have the final decision when it comes to conditions to obtain certification. Contractor determines at own discretion the working method, method and equipment with which the agreed upon work activities are carried out. If Contractor follows express requests or instructions of Client, then Client bears its responsibility. Client will indemnify Contractor for all its consequences.
- 5.3. Contractor is at liberty for the execution of the Agreement to assign one or more employees according to choice, and to switch out such employee(s). Contractor is also competent to make use of third parties (subcontracting) for the execution of the Agreement.
 - 5.4. If Contractor, for the execution of the Agreement, collaborates with a third party designated by Client, then Contractor may not be held responsible for the acts and/or omissions of this third party.
 - 5.5. All reports, certificates etc. manufactured by or at the behest of Contractor remain the property of Contractor until Client has complied with all its financial obligations towards Contractor.
 - 5.6. The reports drawn up by Contractor may only be utilized by Client for the purposes which were specifically put forward for the referred to report between Contractor and Client. Contractor bears no liability whatsoever for the content of its reports if these are utilized by Client for other purposes than for which the report was drawn up. Any disclosure of analysis results always takes place under the integral responsibility of Client, who will indemnify Contractor for all consequences and/or claims of third parties which act on the basis of the communicated analysis results or put their trust in it. The report is one and indivisible and may not be utilized in part under any circumstance and may not be split up. It only relates to the sample analyzed by Contractor. Contractor may not be held responsible in the event that the sampling plan and/or the analysis range turn out insufficient or inadequate.
 - 5.7. The reference to the accreditation in the form of text may occur on informative or publicity documents, which are used by Client of accredited laboratories, to the extent that this corresponds with the activities for which the certificate applies. The use of the BELAC symbol is not permitted. Clients of accredited laboratories do have the permission, provided that there is permission from Contractor, to duplicate test reports and certificates on which the accreditation symbol or reference to accreditation is noted.
 - 5.8. Client may request Contractor to delay the work activities for no more than 3 months. If the work activities cannot be carried out within a period of 3 months after formation of the Agreement, including the failure of supplying the sample in a timely manner and accompanying safety data sheet or a filled in material identification sheet, Contractor reserves the right to terminate the Agreement and to charge termination charges.
- 6. OBLIGATIONS OF CLIENT**
- 6.1. In the case that Contractor performs work activities at a location of Client:
 - 6.2. Client needs to ensure a workplace, at its expense and risk, where Contractor can carry out the Agreement, which complies with the requirements set to it by applicable legislation. This workplace needs to feature facilities customary by Belgian standards, including electricity, warmth, lighting and water.
 - 6.3. Client ensures that Contractor is granted required access in a timely manner for the execution of the work activities to terrains and/or buildings.
 - 6.4. Client needs to give Contractor the opportunity to carry out the work activities under circumstances which comply with the legal requirements concerning occupational safety, health and welfare. Client is obligated to make personal protective equipment available to Contractor, to the extent that this is necessary in the context of safely carrying out the agreed upon work activities.
 - 6.5. Client needs to inform Contractor about any dangers which may take place with the execution of the Agreement.

- 6.6. Wherever necessary, Contractor may make use of the emergency organization of Client.
- 6.7. Client will provide all data/materials required for the execution of the Agreement to Contractor and provide all required cooperation. Client also ensures that all data/materials, of which Contractor indicates that it is necessary or of which Client should reasonably understand that it is necessary for the execution of the Agreement, is provided to Contractor in a timely manner. If the data/materials required for the execution of the Agreement are not provided to Contractor in a timely manner, Contractor has the right to suspend the execution of the Agreement and/or to charge the extra costs following from the delay in accordance with the customary rates to Client.
- 6.8. Client guarantees the correctness, completeness, actualization and reliability of the data/materials provided to Contractor, also if this originates from third parties. If data is at any time not (or no longer) correct, complete, up to date and/or reliable, then Client will immediately perform all actions to remedy this and inform Contractor about this as soon as possible.
- 6.9. If the Agreement relates to examination of samples supplied by Client, then it applies that Client is responsible for the selection, representativeness, designations of codes, brand and product names and for the availability to Contractor of the samples to be examined. The samples need to be in such condition that the preparation of reports or analyses without problems is possible. Contractor is entitled to perform a preliminary examination into the condition of the samples or materials before proceeding to process the samples or drawing up a report. The costs for this preliminary examination are borne by Client if it turns out that the samples or materials do not suffice for the examination and assignment of the Contractor. If the preliminary examination shows that analysis is not possible or only possible under less favorable circumstances than originally envisioned - for example impurities in the materials, mixing, degradation of the material - then Contractor is entitled to cancel the Project, Subproject or Extension or suspend its execution, for which costs incurred by Contractor up to that time is borne by Client.
- 6.10. Unless agreed upon otherwise, all samples become the property of Contractor. Contractor is allowed to remove or destroy the samples immediately after execution the analysis, unless expressly agreed upon otherwise with Client. If Client requests to return material, then this will always take place at the expense and risk of Client.
- 6.11. Client is obligated to immediately inform Contractor regarding facts and circumstances which may be of importance in relation to the execution of the Agreement.
- 6.12. Client needs to verify, in all cases, the results, interpretations, assessments and conclusions delivered by Contractor, if Client wishes to trust this in important matters, and this at own risk.
- 6.13. Client indemnifies Contractor for any claims of third parties, such as third parties hired by Contractor, which may suffer damage and loss in relation to the execution of the Agreement, if this is attributable to Client.
- 6.14. If Client has not complied with obligations towards Contractor, or has not done so in a timely or complete manner, or acts unlawfully towards Contractor, then Contractor has the right to charge the costs and/or damage and loss which follow from it to Client and Contractor has the right to suspend its work activities until the Client does comply to its obligations or acts lawfully.
- 7. RATES AND COSTS**
- 7.1. The rates owed by Client are determined with the formation of the Agreement; this may be on the basis of a price determined in advance or on the basis of subsequent calculation.
- 7.2. Contractor determines the rates per Project, Subproject or Extension and specifies them in the offer. Rates included in an offer for a certain Project, Subproject or Extension do not provide a guarantee in any way whatsoever for the rates applicable to future Projects, Subprojects or Extensions. The rates for future Projects, Subprojects or Extensions are determined by Contractor in separate offers.

- 7.3. Contractor is entitled to change the rates in the interim period if the job evaluation, costs and/or prices, on which the rates are based, give rise to this.
- 7.4. In addition to the rates specified in article 7.1, Client owes additional costs, such as, but not limited to, postage and copy costs, costs of third parties which are reasonably brought in for the execution of the Agreement and travel expenses incurred by Contractor for the execution of the Agreement.
- 7.5. Client will always supply its samples at its expense on the basis of DDP (Incoterms 2020) at the location which Contractor will designate upon acceptance of the Project or Subproject. If the organization and execution of the transport of the samples is carried out by Contractor upon request of Client, then the actual costs will be charged in accordance with article 7.3, plus a flat-rate administration fee.
- 7.6. All rates are excluding taxes on added value (VAT) or other government levies, unless agreed upon otherwise.
- 7.7. Waiting times and delay caused by unforeseen circumstances or by failure of Client to comply with obligations, if these result in additional costs for the Contractor, are charged to Client.
- 7.8. For courses given by Contractor, the following applies:
- 7.8.1. course fees are determined by Contractor per course;
- 7.8.2. course fees for a certain course do not provide a guarantee in any way whatsoever for course fees applicable to future courses;
- 7.8.3. course fees are owed in advance. In the event of failure of payment in a timely manner, Contractor is entitled to dissolve the Agreement and charge any damage and loss;
- 7.8.4. course fees are based on pricing factors at the time of the Agreement, such as material costs and wages. In the event of changes of one or more of these factors, Contractor is entitled to adjust the prices accordingly.
- 8. SURCHARGES**
- 8.1. If an urgent appeal is made on Contractor, not planned in advance, for example, but not limited to an emergency or urgency, collection, sampling, emergency analysis, an additional surcharge may apply. Client will be informed about this in advance.
- 8.2. Changes to Projects, Subprojects or Extensions by Client are possible until no later than 2 weeks prior to the planned start date of the Project, Subproject or Extension. The order will be updated in such a case, in accordance with changes in the services to be provided, and forwarded to Client. Without notice to the contrary within a period of 5 working days after receipt by Client of the updated order, changes and any additional cost are considered 'agreed'.
- 8.3. If opportune – and to the extent an Extension was not agreed upon at an earlier time – Contractor will propose an Extension of current assignments by sending an additional offer. Unless a rejection in writing is received within a maximum of 5 working days after receipt by Client of the additional offer, the Extension will be considered to be accepted.
- 8.4. Upon absence of response by Client within 15 days to a proposal for an Extension of the Project or the Subproject, Contractor is entitled to curtail or discontinue the execution of the Project or Subproject and to charge the costs for the actual executed Extension.
- 9. DELIVERY PERIOD**
- If a delivery period is agreed upon between Contractor and Client, then Contractor strives to meet it. However, delivery periods are not binding for Contractor. Exceeding a delivery period may not result in any liability of Contractor and claims following from this to compensation by Client, or in suspension or any obligation by Client towards Contractor.
- 10. INVOICING AND PAYMENT**
- 10.1. Client needs to pay invoices received from Contractor within 30 days after the invoice date, unless agreed upon otherwise.
- 10.2. At the Client's request, a 60-day payment term may be agreed upon, provided that a 3% fee of the total Project price will be paid.
- 10.3. At the Client's request, a 90-day payment term may be agreed upon, provided that a 5% fee of the total Project price will be paid.

- 10.4. Objections against the amount of the invoices do not suspend the payment obligations of Client.
- 10.5. Payment needs to take place by Client without discount or settlement.
- 10.6. Contractor is always entitled to require from Client that Client pays an advance payment or provides security in another manner. Contractor asks for a standard advance payment of (i) 100% for Projects or Subprojects with a value below €2,500 or a duration of no more than 30 days or (ii) 70% for Projects or Subprojects with a value over €2,500. Upon deviation of this standard, this is communicated in writing to Client and the deviation is binding.
- 10.7. At the Client's request, an advance payment may be waived, provided that (i) a 5% fee will be paid on the total Project price if the Project's lead time is up to 30 days, or (ii) a 15% fee is paid on the total Project price if the lead time exceeds 30 days.
- 10.8. Upon exceeding the agreed upon payment term, Client is in default without notice of default and the statutory interest rate for late payment in commercial transactions is increased with 1.5% per month (for which periods less than one month is designated as full month), is owed to Contractor. In addition, all actual costs of collection (both judicial and extrajudicial) are borne by Client.
- 10.9. Each payment by Client first serves to pay owed costs and interest and then to pay the due invoices which have been outstanding the longest. A payment without reservation of (a part of) an invoiced amount applies as acceptance of the invoice and carried out assignments.
- 10.10. The right is assigned to Contractor to suspend obligations under the Agreement until all outstanding invoices have been paid by Client.
- 10.11. The minimum invoice amount amounts to €495.
- 10.12. Contractor has the right to invoice clearly phased Projects separately, also if (through Subprojects) this phasing was not foreseen at the time of the formation of the Project.
- 10.13. Contractor and Client each bear the costs which its bank charges for the execution of payments.

11. TERMINATION AND CANCELLATION

- 11.1. An Agreement for specified period cannot be terminated by notice of termination in the interim period by the Client and the Contractor. If Client nevertheless terminates such an Agreement in the interim period, Client undertakes to pay the reimbursements as provided for in articles 11.5 to 11.8 inclusive.
- 11.2. An open-ended Agreement may be terminated by notice of termination in writing or by email with a notice period of at least three months, by the Client and the Contractor.
- 11.3. Contractor has the right, without any notice of default, judicial intervention or obligation to pay compensation, to either suspend the execution of the Agreement until further notice, or to dissolve the agreement in whole or in part, in the event that:
 - 11.3.1. Client does not adequately perform any obligation from the Agreement, or not in a timely manner (including the failure to pay invoices in a timely manner);
 - 11.3.2. there is material, established doubt whether Client is capable of complying with the obligations from the Agreement;
 - 11.3.3. there is bankruptcy, judicial or amicable dissolution, request Act on the Continuity of Enterprises, suspension of payment, liquidation or entire or partial transfer of (the company of) Client or any other fact pointing at the possible impairment of solvency of Client; and
 - 11.3.4. in the event of force majeure, in accordance with the provisions of present terms and conditions.
- 11.4. Furthermore, Contractor is competent to dissolve the Agreement if there are circumstances which are of such nature that performance of the Agreement is impossible or may no longer be required in accordance with the requirements of reasonableness and fairness or if there are otherwise circumstances taking place which are of such nature that unchanged maintenance of the Agreement cannot reasonably be expected.
- 11.5. If, after the Agreement has been entered into, a Project is canceled by the Client prior to the commencement of such a Project, the Client

- shall be liable for payment of (only) the full cancellation fee as specified in the Agreement to the Contractor.
- 11.6. Any Subprojects or Extensions canceled by the Client (whether before or after their commencement) shall be payable in full by the Client to the Contractor.
- 11.7. If, after the commencement of the Project, one or more Subprojects are canceled by the Client, the Contractor shall issue a Voucher to the Client to the amount of the quoted price calculated for the canceled Subprojects that were part of the Project and had not yet commenced at the time of cancellation. For the avoidance of doubt, the quoted price for the Project and any Subprojects that were canceled will at all times be invoiced in full to and payable by the Client in accordance with Section 11.6.
- 11.8. If, prior to the commencement of a Project (or a Subproject), a part of the sample requests under such Project or Subproject is canceled by the Client, a Voucher will be issued by the Contractor to the Client. The value of the Voucher shall be determined based on offsetting amounts as agreed upon between the Contractor and the Client. For the avoidance of doubt, the price charged for all sample requests associated with the Project (or Subproject) will still be invoiced in full to and payable by the Client. Any volume discounts granted at the Project and/or Subproject level will also lapse.
- 11.9. A Voucher issued by the Contractor to the Client following the Client's cancellation of a Project in accordance with Article 11.7 or Article 11.8:
- 11.9.1. will be valid for up to 1 year after such cancellation by the Client (while the Voucher shall be deemed to have been used at the moment a quotation for a new Project is signed by the Client);
- 11.9.2. may only be used for new purchase orders and not for Extensions, nor for settling any outstanding invoices owed by the Client to the Contractor; and
- 11.9.3. shall, to the extent that the Voucher is used by the Client for a new purchase order with a quoted price less than the value of the Voucher, result in the Contractor issuing a new Voucher to the Client for the remaining balance, while the validity period of the original Voucher will be maintained.
- 11.10. For courses given by Contractor, the following applies:
- 11.10.1. in the event of inability to attend, a colleague is allowed to replace the participant (of the Client);
- 11.10.2. cancellation is possible in writing or by email, up to two weeks prior to commencement of the course and on payment of €100 administration costs (or €50 if the course is still attended at a later time). For cancellation or movement within two weeks prior to commencement of the course, the full course amount is owed; and
- 11.10.3. Contractor reserves the right to reschedule the course date in the event of an insufficient number of participants.
- 11.11. If the Agreement is dissolved, the receivables of Contractor on Client are immediately due and payable. If Contractor suspends the performance of its obligations, it retains its claims pursuant to the law and the Agreement.
- 11.12. Contractor always retains the right to claim compensation, for example in the event of late cancellation by the Client of a Project, Subproject or Extension or if the Client does not offer the required support (supply samples, ...) to adequately carry out the Project, Subproject or Extension.
- 12. ADDITIONAL WORK**
- 12.1. If the work activities of Contractor are complicated, or expanded upon, because of additional wishes of Client, both oral and in writing, which are accepted by Contractor in writing, then there is "Additional Work". Client owes the costs of the Additional Work to Contractor. Contractor will charge these costs to Client in accordance with the rates which apply at the time that the Additional Work is carried out. For the sake of clarity, the Extension of a Project or Subproject, as set out in article 8.3, is also considered as Additional Work.
- 12.2. Contractor cannot be obligated to carry out Additional Work.
- 12.3. Client accepts that an expansion or amendment of the Agreement may result in a renewal of the delivery period.

13. COMPLAINTS

- 13.1. Complaints about the work activities need to be communicated by Client to Contractor, at the risk of forfeiting rights, within 14 working days (except to the extent that a different mandatory time limit is prescribed by law) after the work activities are carried out to which the complaint relates to, in writing or by email. For this it applies that if advice is provided by Contractor, Client is obligated to properly ascertain the content of the advice.
- 13.2. If Contractor deems the complaint to be well-founded, Contractor will remedy the irregularities to the extent possible and within the limits of reasonableness and fairness.
- 13.3. A complaint does not suspend the payment obligation of Client.

14. LIABILITY AND PRESCRIPTION

- 14.1. Contractor is only liable for failures in the performance of the agreement if Contractor, despite a notice of default in writing (including a reasonable period for performance), does not act or does not act in a timely manner as may be expected of a reasonably competent contractor (with the same expertise as the Contractor). For third parties which are brought in for the execution of the Agreement by Contractor, Contractor is equally liable. Article 5.4 remains, for the sake of clarity, in full force and effect.
- 14.2. Contractor does not bear any liability for any damage or loss which may arise to samples during the transport or in a facility or terrain where services are provided. Client is at all times obligated to ensure the safety, packaging and insurance of the sample, from the time of dispatch to the time of delivery to the laboratories of Contractor. Contractor will handle and store the samples in accordance with applicable standards of care, but cannot be held liable for loss or destruction of samples, also not after its receipt in its laboratories.
- 14.3. If Contractor would be liable, then that liability is limited to the amount of the payment made by the insurer of Contractor. If the insurer, in any case, does not proceed to payment, then the liability of Contractor is limited to the amount that is charged by Contractor to Client in the last three months for the work activities

which the liability relates to, with a maximum of €10,000.

- 14.4. The Contractor will not be liable for any indirect damage and loss (such as, but not limited to, consequential damage and loss, lost profit, lost sales, lost savings, damage to one's reputation, loss due to delay, imposed penalties and loss due to business interruption).
- 14.5. The limitations of the liability included in these terms and conditions do not apply if the damage or loss is attributable to fraud, deliberate intent or serious, culpable error of Contractor or third parties which are brought in by Contractor for the execution of the Agreement.
- 14.6. Client and Contractor both have a duty to mitigate damage and loss.
- 14.7. Right of claims and other competences of Client pursuant to any reason whatsoever towards Contractor lapse, in any case, 1 year after the day that Client became aware or reasonably could have become aware of its existence (except to the extent that another time limit of mandatory law is prescribed by law).

15. FORCE MAJEURE

- 15.1. Force majeure is meant to be understood as: unforeseen and unavoidable circumstances which delay and/or prevent the execution or performance of the Agreement and which are not attributable to Contractor. This is meant to be understood as, among other things: fire, theft, acts of war, riot, industrial action, sit-down strike, disruption of operations, war, severe weather, situations of actual inaccessibility of work, delay or cessation of supply of required data or information by or on behalf of Client and/or third parties who are brought in for the execution of the agreement and change in legislation.
- 15.2. If Contractor is prevented by force majeure to perform its obligations in the normal manner, then Contractor has the right, without judicial intervention, to either suspend the performance of the Agreement for three months, or to dissolve the Agreement in whole or in part, without being obligated to compensation. During the suspension, Contractor is competent, as well as after the lapse of the three months, obligated before

execution, to choose dissolution of the Agreement, in whole or in part.

15.3. All work activities which Contractor has carried out up to the suspension or dissolution of the Agreement after the situation of force majeure, will be charged to Client.

15.4. Contractor also has the right to invoke force majeure, if the circumstance which prevents (further) performance, enters into effect after Contractor should have performed its obligation.

16. INTELLECTUAL PROPERTY RIGHTS

The intellectual and industrial property rights of reports, certificates, advice, learning materials and other documents provided to Client (including by means of computer connections, online reports issued by means of telecommunication tools or any other digital representation) resides exclusively with Contractor. Client is only permitted to make these materials known to third parties or put into use after all obligations towards Contractor are met and prior permission in writing from Contractor has been acquired.

17. CONFIDENTIALITY & DISCLOSURE OBLIGATION

17.1. If Contractor needs to comply with a disclosure obligation by operation of law, then Client will always be notified before reports or information are communicated to the official/competent authorities.

17.2. Both parties are obligated to confidentiality of all confidential information originating from the other party. Client is further obligated not to bring advice and/or other confidential information (such as about the working method or equipment of Contractor) to the attention of third parties.

17.3. If a party - pursuant to a legal provision or a court ruling - is obligated to provide confidential information to third parties designated by the law or the competent court and may in this matter not claim the right to refuse to give evidence, whether permitted by law or recognized or permitted by the competent court, then this party is not obligated to confidentiality or compensation.

18. PERSONAL DATA

18.1. Client guarantees and undertakes that the personal data which is collected by Client, processed and transferred to Contractor, is collected, processed and transferred in accordance with applicable legislation pertaining to data protection.

18.2. Since Contractor has no direct relationship with the relevant involved parties whose personal data is provided by Client to Contractor, Client agrees to carry out the obligations of Contractor under applicable legislation pertaining to data protection towards such involved parties. More in particular, Client will:

18.2.1. inform the involved parties about the processing of the personal data which applies to them, including the processing by Client of this personal data in accordance with these terms and conditions and the Agreement;

18.2.2. acquire permission from the involved parties for the acquisition of personal data if required under applicable legislation pertaining to data protection;

18.2.3. handle requests from involved parties to exercise their rights pursuant to chapter III of the General Data Protection Regulation EUR 2016/679 ("GDPR");

18.2.4. be responsible for all notifications to involved parties as a result of a violation in relation to personal data.

18.3. To the extent that Contractor may be considered as processor as referred to in the GDPR, Contractor and Client will, when applicable, enter into the necessary legal documentation on top of the Agreement and these terms and conditions (such as for example a processing agreement) in accordance with the applicable legislation pertaining to data protection.

18.4. To the extent that Client can be considered as controlled as referred to in the GDPR, Contractor will only process this personal data in accordance with the applicable legislation pertaining to data protection.

18.5. Contractor will take suitable security measures to protect personal data against unauthorized access.

19. ACQUISITION OF PERSONNEL (ONLY APPLICABLE IN THE EVENT OF SECONDMENT OR HIRING IN OF PERSONNEL)

- 19.1. It is prohibited for Client or persons and companies connected to Client (as referred to in article 1:20 of the Companies and Associations Code), without prior permission in writing of Contractor, to, during the duration of the Agreement and within 2 years after the end of the Agreement, employ employees of Contractor (or of persons and companies affiliated to Contractor (as referred to in article 1:20 of the Companies and Associations Code), or of its subcontractors) or otherwise hire them in or involve them or conduct negotiations with those employees.
- 19.2. Upon violation of the previous provision, Client owes an immediately due and payable penalty, without the requirement of notice of default, to Contractor, of €100,000 plus €1,000 for each day or part of a day that the violation continues after notice of default, as such without prejudice to the right of Contractor to claim performance or additional compensation.
- 19.3. The parties confirm that the amounts specified in article 19.2 comprise a reasonable estimation of the damage and loss which Contractor may suffer in the event of failure of performance by Client or to persons and companies connected to Client by virtue of their obligations under article 19.1. Article 21.1 is expressly applicable.
- 19.4. In exceptional cases, and, of course, after agreement in writing from a director of Contractor, acquisition of an employee is negotiable. This will take place for a fixed rate of € 50,000, unless agreed upon otherwise.

20. TRANSFER

Client will not transfer rights following from the Agreement or these terms and conditions to third parties without the prior permission in writing from Contractor.

21. NOTIFICATIONS

Each notification pertaining to the Agreement, an offer or these terms and conditions has to take place in writing, in Dutch or English, and has to be sent by email to the addresses specified in the offer.

Each notification has effect from its receipt and is considered to have been received at the time of dispatch.

22. VARIOUS

- 22.1. Client expressly recognizes that the provisions as set out in these terms and conditions and the Agreement are necessary to protect the interests of Client. However, if one of the provisions of these terms and conditions or the Agreement exceeds the legal limitations regarding duration, territory or subject or any other legal limitation, then this provision is not void, but Contractor and Client are considered to have agreed upon a provision in accordance with the maximum permissible by applicable law and the provision of these terms and conditions or the Agreement which exceeds these limitations is automatically adjusted.
- 22.2. The rights of Contractor and Client under these terms and conditions and the Agreement may be exercised as often as necessary. Except if expressly stipulated otherwise, any negligence or delay of Client or Contractor with exercising a right or remedy, or its partial exercise, may under no circumstance be considered relinquishment of such right or remedy, or to another right or remedy which Contractor or Client may invoke. Unless foreseen otherwise in these terms and conditions or the Agreement, each relinquishment or amendment needs to take place in writing.

23. APPLICABLE LAW AND COMPETENT COURT

- 23.1. The Belgian law applies to these terms and conditions and each Agreement between Contractor and Client, with exception of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 23.2. All disputes between Client and Contractor which may arise following or in relation to these terms and conditions or the Agreement, will be settled, to the exclusion of all else, by the competent court in the district where Contractor is located, without prejudice to the right of Contractor to choose the competence of a different court.