

GENERAL CONDITIONS OF WALL & FACADE SOLUTIONS SRL

Article 1 - Purpose - Scope of application

The present general terms and conditions are applicable to all contractual relations between WALL & FACADE SOLUTIONS NV, whose registered office is located in Schoppen, Malmedyer Weg 62, 4770 Amel, registered with the ECB under the number BE0788.589.313, hereinafter referred to as "WALL & FACADE SOLUTIONS" and its clients, hereinafter referred to as "the Clients" or "the Client".

The services provided by WALL & FACADE SOLUTIONS are exclusively governed by the present general conditions, the application of which results in the exclusion of all clauses appearing on any documents whatsoever emanating from the Clients, insofar as these clauses would be in contradiction with or would add to the present general conditions without the prior, express and written agreement of WALL & FACADE SOLUTIONS. In addition, in the event of contradiction between the translations of these general conditions, the French version shall prevail. The Clients have the quality of professionals so that the Clients and WALL & FACADE SOLUTIONS recognize each other as professionals with expertise in the Products sold by WALL & FACADE SOLUTIONS.

Article

2 - Offers and orders

WALL & FACADE SOLUTIONS' quotations are drawn up on the basis of information provided by the Client. They exhaustively describe the panels, corners and fixings (hereinafter the "Products") to be produced specifically for the Client and replace and cancel all previous documents. They are valid for 30 days from their issue date, unless extended by WALL & FACADE SOLUTIONS.

Acceptance by the Client of an offer issued by WALL & FACADE SOLUTIONS must imperatively take the form of a written order form, dated and signed by a person duly authorised to commit the Client.

It is expressly specified that when special custom work is ordered by the Client from WALL & FACADE SOLUTIONS, this special custom work is not covered by the General Technical Approvals (GTA) of WALL & FACADE SOLUTIONS. These special customised works shall be discussed in detail between WALL & FACADE SOLUTIONS and the Client before any start of execution. In the event of acceptance by the Client of the offer issued by WALL & FACADE SOLUTIONS with respect to these special customised works, which acceptance shall, in accordance with the foregoing, take the form of a written purchase order, dated and signed by a person duly authorised to commit the Client, the execution of said works by WALL & FACADE SOLUTIONS shall be final and irrevocable.

Article 3 - Prices

The prices of WALL & FACADE SOLUTIONS are in euros and are exclusive of taxes, which taxes, including VAT, are to be paid by the Client.

Unless otherwise specified in the particular conditions, WALL & FACADE SOLUTIONS' prices are ex works, excluding transport costs, installation or assembly work and services.

The prices of the Products sold by WALL & FACADE SOLUTIONS are, in principle, those provided for in the offer as accepted by the Client. As an exception to this principle, WALL & FACADE SOLUTIONS' prices may be revised in the event that WALL & FACADE SOLUTIONS is confronted with an increase (of more than 6%) in the purchase price of materials from its suppliers that occurs beyond its control between the date of the conclusion of the contract and the date of delivery of the Products to the Client. In this case, WALL & FACADE SOLUTIONS shall be entitled to pass on this increase in full to the Client.

Article 4 - Samples

WALL & FACADE SOLUTIONS' samples are provided for information purposes only and are subject to change in size, quality, colour, etc.

Article 5 - Transport - Reception and complaints

Transport costs are always borne by the Client, even if the transport is carried out or ordered by WALL & FACADE SOLUTIONS.

The transport of the Products is always at the Client's risk.

In the event of a dispute upon delivery of the Products, the Client is obliged, under penalty of inadmissibility of his claim addressed to WALL & FACADE SOLUTIONS :

- To write on the delivery receipt of the carrier the problem noted. In no case, the Client will reserve the hypothesis of unpacking;
- To confirm to the carrier and not to WALL & FACADE SOLUTIONS, within three working days following delivery, the reservations made on the receipt, by registered letter with acknowledgement of receipt, a copy of which will be sent to WALL & FACADE SOLUTIONS;
- To transmit as soon as possible to WALL & FACADE SOLUTIONS the original of the delivery receipt, as well as the copy of the registered letter sent to the carrier.

If the Client fails to comply scrupulously with all of these formalities, the claim that he/she would send to WALL & FACADE SOLUTIONS will not be taken into account.

The Client is required to check the Products delivered immediately upon delivery in order to verify their conformity with the Products covered by the contract and the presence of any apparent defect. The Client must report the existence of any defect to WALL & FACADE SOLUTIONS within three working days following receipt of the Products by producing all justifications aimed at establishing the reality of this defect. If the Client fails to notify WALL & FACADE SOLUTIONS of the presence of an apparent defect within three working days following receipt of the Products, the Client is presumed to cover this defect. The Client must also allow WALL & FACADE SOLUTIONS to establish this defect and, if necessary, to remedy it.

Article 6 - Deadlines

The deadlines of WALL & FACADE SOLUTIONS are given as an indication. WALL & FACADE SOLUTIONS shall not be held liable for any delays in relation to the indicated deadline, except in the case of fraud, gross negligence

or, except in the case of force majeure, in the event of non-performance of an essential obligation of the contract.

Nevertheless, if the delay in execution by WALL & FACADE SOLUTIONS exceeds 60 calendar days and if this delay is exclusively attributable to WALL & FACADE SOLUTIONS, the Client shall have the right to unilaterally terminate the contract at the end of a period of 15 calendar days following receipt of the formal notice that it will have sent to WALL & FACADE SOLUTIONS by registered letter and if WALL & FACADE SOLUTIONS continues to fail to execute within this period of 15 calendar days.

Article 7 - Payment

Unless otherwise specified in these general conditions or in the special conditions, the invoices of WALL & FACADE SOLUTIONS are payable in cash, to the account IBAN BE52 7330 6673 3909 BIC KREDBEBB of WALL & FACADE SOLUTIONS. Any dispute relating to an invoice must reach WALL & FACADE SOLUTIONS in writing, within 10 calendar days of it being sent by registered letter, failing which the Client shall be deemed to have accepted the invoice.

Article 8 - Modification of the order

In the event that, subsequent to the conclusion of the contract between the Client and WALL & FACADE SOLUTIONS, the services of WALL & FACADE SOLUTIONS should be adapted or extended, either at the request of the Client, or due to elements brought to the attention of WALL & FACADE SOLUTIONS subsequent to the conclusion of the contract, WALL & FACADE SOLUTIONS shall inform the Client of the repercussions that these modifications will have on the execution of the contract, in particular the production of the Products, deadlines and prices. These modifications shall be the subject of an amendment to the contract, signed by both parties.

Article 9 - Cancellation

The Client acknowledges that WALL & FACADE SOLUTIONS' Products are custom-made for each Client and that, consequently, WALL & FACADE SOLUTIONS cannot resell the Products to a third party if the Client no longer wishes to acquire them.

Therefore, if the Client withdraws after the conclusion of the contract and before the production of the Products and before the purchase of the raw materials by WALL & FACADE SOLUTIONS, he shall be liable to pay compensation equal to 10% of the price fixed in the contract. If the Client's withdrawal occurs after the production of the Products by WALL & FACADE SOLUTIONS, the Client shall be liable for the full price fixed in the contract.

Article 10 - Reservation of ownership

The Products remain the property of WALL & FACADE SOLUTIONS until full payment of the price in principal, costs, interest and any compensation. In the event of non-payment of the sums due, WALL & FACADE SOLUTIONS shall have the right to take back the Products sold at the Client's expense.

Until the price has been paid in full, the Client may not resell them, pledge them or assign them to any security without the prior written agreement of WALL & FACADE SOLUTIONS. The Client undertakes to inform WALL & FACADE SOLUTIONS of any seizure by a third party of the Products for which the price has not been fully paid. Likewise, the Client undertakes to inform WALL & FACADE SOLUTIONS when the Products are stored in a place rented by the Client or a third party and shall communicate to WALL & FACADE SOLUTIONS the details of the lessor.

The fact that the Products have been transferred, incorporated, transformed or resold by the Client shall not affect the rights of WALL & FACADE SOLUTIONS under this retention of title clause. WALL & FACADE SOLUTIONS shall continue to enjoy

WALL & FACADE SOLUTIONS shall continue to enjoy this retention of title even if the Products are incorporated, processed, transferred or resold. In the latter case, the claim on the resale price is transferred to WALL & FACADE SOLUTIONS by operation of law.

Article 11 - Transfer of risks

The risks are transferred to the Client upon conclusion of the contract.

Notwithstanding the foregoing, when the contract concerns special customised work that is not subject to the General Technical Approvals, the risks relating to such work shall be transferred to the Client on the day of delivery.

Article 12 - Non-performance of the contract

Total or partial non-payment of any invoice on its due date shall automatically and without prior notice entail interest on arrears at the rate of 8% per annum. This interest rate of 8% per annum shall be replaced by the interest rate provided for in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, in the event that this is higher. WALL & FACADE SOLUTIONS shall also be entitled to claim from the Client a fixed compensation of 10% of the unpaid balance with a minimum of 250€ as well as a compensation for collection costs in accordance with article 6 of the law of 2 August 2002 concerning the fight against late payment in commercial transactions in the event that a default interest is due in accordance with the provisions of this law.

In addition, in the event of non-compliance by the Client with its obligations, WALL & FACADE SOLUTIONS reserves the right to cease and/or suspend the execution of its own services, without prejudice to its right to demand payment for services already performed and/or Products delivered and/or produced, labour, and any costs incurred as a result of the Client's non-performance.

If, following a suspension of the performance of its obligations, WALL&FACADE SOLUTIONS agrees to resume this performance, the deadlines set for it shall be automatically extended by the time of the suspension.

Article 12 - Resolution

If the Client remains in default of performing one or more of its contractual obligations and if it fails to remedy the situation within 15 days following the sending of a formal notice by WALL & FACADE SOLUTIONS, WALL & FACADE SOLUTIONS shall be entitled to unilaterally terminate the contract to the detriment of the Client.

In the event that the contract is terminated to the Client's detriment, the Client shall owe WALL & FACADE SOLUTIONS compensation equal to 10% of the price fixed in the contract, without prejudice to the other amounts that would remain due to WALL & FACADE SOLUTIONS by virtue of the contract and subject to the right of WALL & FACADE SOLUTIONS to claim additional damages from the Client, provided that WALL & FACADE SOLUTIONS establishes that the aforementioned compensation is not sufficient to compensate for all of the damage suffered as a result of the termination.

Article 13 - Guarantee

Variations in the colour of the ceramic Products do not constitute a defect. This shall also apply to superficial variations of lesser importance

This shall also apply to minor surface variations (colour and shape) as well as to other deficiencies in appearance that may appear in the materials without jeopardising their quality.

The Products sold by WALL & FACADE SOLUTIONS are guaranteed for a period of 10 years from the date of delivery.

Under the terms of the warranty, they are repaired or replaced at the discretion of WALL & FACADE SOLUTIONS depending on the nature of the defect found. In case of replacement, the Client acknowledges that a difference in colour with the Products initially delivered may occur.

In order to benefit from the guarantee, the Client must immediately notify WALL & FACADE SOLUTIONS of the problem encountered by registered letter within 8 days of the occurrence of said problem.

Under no circumstances shall an intervention by WALL & FACADE SOLUTIONS in application of the present warranty extend the above-mentioned warranty period.

Variations in the colour of the ceramic Products do not constitute a defect. This shall also apply to minor surface variations (colour and shape) as well as to other defects in appearance that may occur in the materials without jeopardising their quality.

Article 14 - Liability

The Client expressly acknowledges that the obligations of WALL & FACADE SOLUTIONS are obligations of means. Professional Clients have expertise in the Products sold by WALL & FACADE SOLUTIONS so that the Client bears full responsibility for the choice, placement and use of the Products, in accordance with the rules of the trade and the regulations in force.

The Client expressly acknowledges that WALL & FACADE SOLUTIONS does not intervene in any way in the placement of the Products and will not supervise the site on which the Products are to be placed, unless the Client's specific request in this regard is expressly accepted by WALL & FACADE SOLUTIONS in writing. Subject to the applicable mandatory legal provisions or public order, the Client shall assume full responsibility towards

the end client and third parties in the event of damage caused by the incorrect placement and misuse of the Products, insofar as no fault engaging the responsibility of WALL & FACADE SOLUTIONS can be imputed to it.

Except in the case of fraud, gross negligence or, except in the case of force majeure, in the case of non-performance of an essential obligation of the contract, WALL & FACADE SOLUTIONS shall not be liable and WALL & FACADE SOLUTIONS shall not be liable for the following reasons: loss of opportunity, loss of income or contracts, loss of time, etc.

In the event that WALL & FACADE SOLUTIONS' liability is incurred notwithstanding the aforementioned assumptions of limitation and exemption of liability, it shall then be limited, in any event, to 5% of the price of the contract concluded between it and the Client and shall not, in any event, be liable for any loss or damage suffered by the Client.

and the Client and shall not, in any event, exceed the amount of its professional liability insurance coverage, if any.

Article 15 - Force majeure - Acts of God - Unforeseen circumstances

In case of force majeure or fortuitous event, i.e. the occurrence of an event beyond the control of WALL & FACADE SOLUTIONS making the total or partial execution of its obligations impossible, the latter shall be released, without compensation or indemnity of any kind whatsoever, from its obligations.

For the application of this clause, the following are notably considered as cases of force majeure or fortuitous events and constitute causes of suspension or extinction of the obligations of WALL & FACADE SOLUTIONS fires, epidemics, pandemics, natural disasters and exceptional climatic events, labour disputes at its subcontractors and suppliers, exceptional difficulties and impossibilities to use means and channels of transport, orders or commands from Belgian, European or foreign public authorities, changes in Belgian, European or foreign regulations, accidents affecting the production and storage of the Products, total or partial stoppage of supplies, failure of the carrier, machine breakdown, war, acts of third parties or any unforeseeable external event of such a nature as to delay or prevent the execution of the commitments made...

Furthermore, if due to circumstances beyond its control, WALL & FACADE SOLUTIONS finds the execution of its obligations more difficult or simply more onerous, WALL & FACADE SOLUTIONS and the Client undertake to negotiate in good faith and in good faith an adaptation of the contractual conditions in order to restore the contractual balance within 30 calendar days following the notification of these circumstances by WALL & FACADE SOLUTIONS to the Client. If no agreement is reached within the aforementioned period, either party shall have the right to unilaterally terminate the contract without compensation of any kind.

Article 15 - Protection of personal data

The personal data of the Client and, where applicable, of its natural person representative, are encoded in the computer files and in paper format of WALL & FACADE SOLUTIONS. The person responsible for the processing and the delegate for the management of personal data is: Eric Thommessen e-mail: e.thommessen@isosystems.be

The personal data collected are the following: name, first name, postal address, e-mail address, telephone number, payment data.

The data is collected on the following basis: the consent of the Customer, in execution of the contractual relationship between the Customer and WALL & FACADE SOLUTIONS, in order to enable WALL & FACADE SOLUTIONS to comply with its legal obligations or to pursue a legitimate interest.

The purpose of processing this data is to enable the execution of the contractual relationship between WALL & FACADE SOLUTIONS and the Client, to inform the Client of WALL & FACADE SOLUTIONS' services, for direct marketing purposes and for statistical purposes. The recipients of this data are exclusively the staff members of WALL & FACADE SOLUTIONS as well as its possible subcontractors.

The collected data are kept for a period of 5 years from the end of the last contract concluded with the Customer, plus the applicable limitation periods.

Each person whose data is processed by WALL & FACADE SOLUTIONS has the right to consult this data, which shall be transmitted to him in a clear, concise and comprehensible format and, in the event of inaccuracy, has the right to rectify and/or complete it. Each data subject also has the right to request the limitation of the processing of his/her data in the cases provided for in Article 18 of Regulation EU 2016/ 679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Finally, the data subject has the right to request the erasure of his/her data when the processing of such data is no longer necessary for the performance of the contractual relationship with WALL & FACADE SOLUTIONS.

In order to exercise the rights set out above, the person concerned shall send a written request free of charge by e-mail to the following address: e.thommessen@isosystems.be. This request must be accompanied by a photocopy of both sides of his/her identity card in accordance with Article 12 of the abovementioned Regulation.

The data subject has the right to lodge a complaint concerning the exercise of his or her rights with the Data Protection Authority, rue de la Presse 35 1000 Brussels (Tel: +32 (0)2 274 48 00; Fax: . : +32(0)2 274 35 : Email : contact@apd-gba.be)

Article 16 - Assignment - Subcontracting

WALL & FACADE SOLUTIONS is authorised to assign and subcontract all or part of the rights and obligations it derives from the contracts concluded with the Client. The Client may not do the same without the prior, express and written authorisation of WALL & FACADE SOLUTIONS.

Article 17 - Non-solicitation of personnel

The Client shall refrain from recruiting, hiring or, in general, having any internal or external collaborator of WALL & FACADE SOLUTIONS work, either directly or indirectly via a company, whether he is an employee, worker or not, without the express, prior and written agreement of WALL & FACADE SOLUTIONS.

The present prohibition applies throughout the duration of the contractual relationship between WALL & FACADE SOLUTIONS and the Client as well as during a period of four years following their termination, for whatever reason.

In case of violation of the present provision, the Client shall owe WALL & FACADE SOLUTIONS a lump sum equivalent to six months of gross salary of the person who has been dismissed, with a minimum of €25,000. WALL & FACADE SOLUTIONS shall also have the right to claim additional damages, provided that it can prove the existence of a greater loss.

Article 18 - Nullity - Entirety - Waiver

The nullity of a clause of these general conditions shall not affect the validity of the other clauses. In the event of the nullity of one of these clauses, WALL & FACADE SOLUTIONS and the Client undertake to negotiate in good faith with a view to automatically replacing the null clause with the valid clause that is closest in effect.

The present general conditions govern the entire contractual relationship between WALL & FACADE SOLUTIONS and the Client. They replace all other declarations, commitments or previous agreements relating to their subject matter, subject to what is expressly agreed between them in any special conditions.

Any modification of these general conditions and/or of the contract concluded between WALL & FACADE SOLUTIONS and the Client must be expressly noted in a written document duly signed by WALL & FACADE SOLUTIONS. In particular, the Client may not rely on a verbal or tacit modification of the general conditions and/or the contract.

Any waiver of any right arising from these general conditions and/or the contract concluded between WALL & FACADE SOLUTIONS and the Client must be expressly noted in a writing duly signed by WALL & FACADE SOLUTIONS. In particular, the Client may not rely on a verbal or tacit waiver by WALL & FACADE SOLUTIONS.

Article 19 - Applicable law

The general conditions, as well as any contract to which they apply, are governed exclusively by Belgian law.

Article 20 - Jurisdiction

Any dispute relating to the negotiation, formation, execution or dissolution of the contractual relations between WALL & FACADE SOLUTIONS and the Client shall, in the absence of an amicable settlement, be subject to the exclusive jurisdiction of the courts and tribunals of LIEGE, LIEGE Division (Belgium).