
GENERAL TERMS AND CONDITIONS OF SALES

1. USABILITY

The present terms and conditions of sales apply to:

Company	Registered office	VAT-CBE
Cleaning Masters nv	Westkaai 11 - 2170 Merksem	0435.474.471
Mobility Masters bv	Westkaai 11 - 2170 Merksem	0506.704.640
Green Masters bv	Westkaai 11 - 2170 Merksem	0832.152.607
Construct Masters bv	Westkaai 11 - 2170 Merksem	0864.428.069
Techni Masters bv	Westkaai 11 - 2170 Merksem	0848.117.718
Maintenance Masters nv	Westkaai 11 - 2170 Merksem	0564.764.187

and

Division	Registered office	VAT-CBE
Hygi Masters, part of Cleaning Masters nv	Westkaai 11 - 2170 Merksem	0435.474.471

hereafter all referred to as “the Contractor”

2. GENERAL PROVISIONS

The present general terms and conditions of sales apply to all agreements entered into between the Contractor and the Principal. By placing an order, signing an offer/agreement or having a service executed, the Principal accepts the general terms and conditions of sales without any reservations whatsoever. Changes shall only be applicable if they have been expressly agreed on and confirmed in writing and initialled by a legal representative of the Contractor.

3. OFFERS AND AGREEMENTS

Outbound offers shall remain valid only one month, unless specified otherwise in the offer. Any offer and/or written agreement shall only become binding on the Contractor after having been signed by a representative of the Principal, upon a written confirmation of the order or after the Contractor has actually executed the agreement. Spoken commitments made by representatives of the Contractor shall not be binding on the Contractor, unless the Contractor gives a written confirmation of said commitments. Any modification to an existing written agreement shall also be made in writing. Unilateral scrapping and/or erasures in agreements shall not be valid.

4. TERM OF AGREEMENT

Unless agreed otherwise in writing, agreements shall be entered into for a term of one year. The start date of the agreement shall be the first day on which work is performed under the agreement, or the day on which devices are installed on the Principal's premises. When the term of the agreement expires, the term shall be tacitly renewed with a same one-year term, unless one of the Parties has given a notice of termination by registered mail. Such notice shall be given 6 months at the latest before the annual expiration date of the agreement.

In case of force majeure (industrial action, broken machines, weather conditions, accidents, incidents and suchlike), the execution of the agreement shall be suspended. However, such suspension shall not terminate the agreement as such and it shall not entitle the Principal to a discount.

Suspension of the agreement does not preclude termination. Insofar as the situation of force majeure continues for more than 3 months, the Contractor shall have the right to renounce further execution of the agreement. In such case, the Principal shall be notified by registered mail of said renunciation and compensation shall be owed

to the Contractor. Said compensation, to be determined irrevocably on a lump-sum basis, shall amount to 3 months of invoicing.

The contract with the Contractor shall not be transferable, unless the Contractor expressly authorises such transfer in writing.

5. BREAKING THE AGREEMENT

The Contractor shall have the right to terminate the agreement automatically and without formal notice in the cases set out below:

1. Failure on the Contractor's part to meet his commitments under the law or the agreement;
2. Contractor's cessation of business;
3. Cessation of payments, applications for a deferment of payments or starting a procedure of judicial reorganisation, bankruptcy, demise of the Contractor, the lodging of a protest and/or seizure at the Contractor's expense.

In the aforementioned cases, the Principal shall pay, beside the invoices that are due and unpaid, without prejudice to the provisions of articles 4 and 10, compensation irrevocably determined on a lump-sum basis. Said compensation shall amount to 6 months' turnover under the agreement, for loss of profit, remunerations owed to staff and suchlike.

The same lump-sum compensation shall be payable if the Contractor terminates the agreement without meeting his obligation with respect to the required 6-month termination notice provided for under article 4 of the present general terms and conditions of sales.

Insofar as the agreement is one entered into with the Contractor, the payment of such compensation shall not entail any right whatsoever to a term of warranty or post-treatment.

6. PERSONNEL

Planning and execution of works

The works shall be carried out at the times set in consultation with the Contractor. The Contractor shall guarantee access to his premises and he shall make a commitment to refrain from switching off air-conditioning or heating devices, so as to meet the needs of Contractor staff. The Principal shall guarantee that the works can be performed and that basic utilities (water/power/heating) are present. Work planning shall always be given on an indicative basis. Work performed later than planned shall only give rise to compensation if this has been expressly provided for in writing in the offer/agreement.

The Contractor shall incur no liability if the place of work is not freely accessible to his staff. Any travel done in vain as a result of such inaccessibility shall be invoiced to the Principal.

Personnel deployed

Personnel having entered into an employment agreement with the Contractor and deployed for the purpose of carrying out the agreement between the Contractor and the Principal shall at all times work under the responsibility and the authority of the Contractor. They shall not receive any binding instructions, orders or commandments from the Principal (e.g., authorising and justifying absence from work, taking part in the Principal's team-building activities, wage and employment conditions, disciplinary sanctions, etc.), with the exception of project-specific instructions of a technical nature, internal training with respect to safety and well-being, etc.

The Contractor reserves the right to have the works performed (totally or in part) by third parties (e.g., temp workers).

Personnel take-overs

The Principal commits himself to refraining from recruiting Contractor personnel during the term of the agreement and within 12 months of the agreement's termination. Any infringement of this provision will cause the Principal to owe compensation to the Contractor. Said compensation shall amount to the total annual cost of the employee concerned to the employer (including wages, social security contributions, invoices, remunerations, bonuses, etc.). The Contractor reserves the right to demand higher compensation if the damage actually caused by the infringement proves to be higher. The amount of the compensation shall be determined at the moment when the employee concerned shall no longer perform the work for the Contractor and the term of compensation shall extend to 12 months after the termination of the contract between the Contractor and the Principal.

7. COMPLAINTS

To be admissible, any complaint shall be made by registered mail. Complaints regarding the execution of the works shall be notified within 48 hours of their execution, in view of the nature of the work. Complaints on the contents and calculation of the invoices shall be notified within 10 calendar days of the invoice date.

8. LOSS

If a claim for loss has to be made, the Principal shall notify the Contractor thereof in writing within three days of such loss having been established. Such notification, to be made by registered mail, shall be sent to the Contractor's registered office and it shall describe the damage sustained as well as the repair costs calculated. Said procedure shall be adhered to on pains of inadmissibility.

The Contractor's liability shall only arise in case of gross negligence imputable to the Contractor and committed by his employees or (external) staff.

The Contractor's legal liability shall be limited to a maximum of EUR 2,500,000 EUR for personal injury and EUR 2,500,000 for material damage.

Notwithstanding any other provision of the present general terms and conditions of sales, the Contractor's total liability shall be limited to the amount excluding VAT as invoiced by the Contractor to the Principal for the work performed during the calendar year during which the claim and the liability deriving from it arose.

The Contractor can never be held liable for:

- scratches on glass panes and windows, broken neon lights and suchlike;
- breakage and damage caused by the poor state or wear of buildings, installations, furniture, equipment and suchlike;
- the loss of master keys or keys, badges or other means of access to the Principal's premises;
- indirect damage, product loss, loss of profit, loss of clients, damage to third parties.

In case of theft or illegitimate disappearance of equipment or products owned by the Contractor on the worksite, the loss thus incurred by the Contractor can be recovered from the Principal.

9. PRICES

Our prices cover wages, social security contributions, coordination and overhead, at the rates applicable on the day of the offer, unless agreed otherwise with the Principal. When one of the aforementioned price components changes, prices shall be modified automatically and proportionally as of the first monthly invoice after the date of said change. This modification, to be made without prior notice, shall bring the price into line with the index of consumption prices and in accordance with the provisions of the relevant joint committee.

All costs for the provision of power, heating, water and disposal of waste water shall be borne by the Principal.

Prices are always mentioned in euros and excluding VAT.

10. PAYMENT OF THE INVOICES

Unless specified otherwise on the invoices, our invoices are payable cash and without discount at the registered office of the Contractor, Westkaai 11 in 2170 Merksem. Without prejudice to the application of article 5, failure to pay our invoices gives us the right to break the agreement without notice, without prejudice to the provisions stated hereunder.

Failure to pay our invoices by their due date shall cancel any term of credit granted pursuant to special conditions and it shall automatically make all the Contractor's invoices due and payable immediately, including all invoices the due date of which has not yet been reached.

Failure to pay our invoices by their due date shall make claimable immediately, without further notice:

1. an interest on overdue payment of 10% per annum, owed from the invoice date;
2. a lump-sum compensation of 10%, with a minimum of 75 EUR;
3. a lump-sum fee of EUR 25 per reminder.

11. RETENTION OF TITLE

The Contractor shall retain sole ownership of the devices installed by him, the machines used by him and all the equipment and consumables brought to the Principal's premises by the Contractor. The Principal shall not be allowed to use the aforementioned items without explicit written consent of the Contractor. Therefore, if the Principal fails to pay the Contractor's invoices, or if the Principal is declared bankrupt or becomes insolvent, the Contractor shall be fully entitled to take back immediately all the aforementioned goods, devices, equipment, automatic dispensers, maintenance products, machines, etc., without any possibility for the Principal or the insolvency administrator to oppose the Contractor's recovery of his property.

12. EXCLUSIVE TERMS AND CONDITIONS FOR THE HYGI MASTERS DIVISION, PART OF CLEANING MASTERS NV

In his capacity as a lessor, the Contractor installs the automatic dispensers rented out by him. The Contractor mounts the automatic dispensers in a suitable place designated by the Principal. The Contractor shall not be responsible for any damage caused by suspending or mounting devices on walls or for damage to any pipes, cables and/or other installations behind such walls. The lessee renounces any recourse against the Contractor or his appointees regarding any possible damage or deterioration caused by the installation of devices. By signing the treatment report, the lessee accepts, without reservations, the work performed by the Contractor and the lessee renounces any recourse against the Contractor for visible and hidden defects. The lessee commits himself to checking the proper operation of the devices before signing the treatment report. The lessee shall fully guarantee the Contractor against any legal action taken by third parties against the Contractor. The lessee shall ensure that the automatic dispensers can be removed without damaging the wall against which they have been installed so as to retain their status as movable goods. The lessee shall be liable to the Contractor for any damage, partial or total loss and/or disabling of the devices, with the exception of normal wear. Delivery and assembly costs are not included in the rental price and they are to be paid separately. The service agreement shall only be executed on the Contractor's workdays. Technical maintenance of the devices shall exclusively be performed by the Contractor. The Contractor shall perform, carriage paid, the technical maintenance and delivery of towel rolls, soap cream, air fresheners and doormats for the lessee. Deliveries and technical maintenance shall be performed by or for the Contractor according to the planning agreed and at the place agreed. Intermediate maintenance and resupply shall be done at the lessee's request and charged to the lessee. The Contractor shall adhere as much as possible to the planning agreed. However, said planning shall not be binding on the Contractor and the lessee shall therefore have no possibility of recourse against the Contractor in this regard, unless there has been gross negligence on the part of the Contractor. The lessee shall only use the towel rolls, soap cream or air fresheners and automatic dispensers supplied by the Contractor and the lessee shall moreover refrain from washing or cleaning the towel rolls and doormats himself; however, he shall have them washed and impregnated exclusively by the Contractor. The lessee commits himself explicitly to refraining from calling in third parties for maintenance purposes, on pains of losing any right to recourse against the Contractor.

When the Contractor is unable to recover the rented devices from the lessee, whatever the reason thereof, or when such devices are damaged beyond repair, the lessee shall pay a residual value to the Contractor. Said value

shall amount to the Contractor's sales price for a new device as applicable at that time, with a reduction of 10% per completed contract year since the start of the agreement, with a maximum of 50%.

13. GOVERNING LAW AND JURISDICTION

In case of a dispute, Belgian law shall solely be applicable and jurisdiction shall exclusively reside with the courts of Antwerp, Antwerp Division, and the Justice of the Peace of the Seventh Judicial District in Antwerp, even if multiple defendants are involved in the dispute.