

## GENERAL TERMS AND CONDITIONS

1. Unless otherwise agreed to in writing, our work is subject to these General Terms and Conditions, to the exclusion of the customer's terms and conditions.

Deviations from the Special and General Terms and Conditions and the Terms and Conditions of Execution are only possible with the express written consent of the Alphaplan business manager.

The special terms and conditions take precedence over the general terms and conditions, which in turn take precedence over the terms and conditions of execution.

The accompanying technical information constitutes an integral part of this contract.

2. The agreements concluded by our agents and other appointees only binds Alphaplan once confirmed in writing by the Alphaplan business manager.

3. The prices we state apply solely to the specifically agreed-to work.

Any additional work shall be charged separately.

The original price agreed to can be adjusted if Alphaplan can demonstrate, on the basis of objective parameters, that the price initially stated is, on the date upon which the work ends, greater by at least 10%.

Delays to the completion of the project as a result of stoppage due to working conditions or at the request of the customer are payable by the customer.

4. By the contract coming into being the customer acknowledges being familiar with the applicable technical requirements, qualities, possibilities and limitations, such as, inter alia, those stated in our quote and/or order confirmation and the accompanying technical documents, and consents thereto in full. Aftercare and any other treatments must always be performed in accordance with the directions in the technical documentation.

5. A contract that has been formed may only be terminated subject to our written consent.

In such a case, a fixed termination fee shall be payable by the customer of 28% of the agreed-to price, without prejudice to the right of Alphaplan to demonstrate further actual damages with respect to compensation, as claimed by third parties as a result of this termination.

6. The agreed-to price shall be paid by the customer as follows:

- 40% upon the formation of the contract;
- 20% upon the start of the work;
- 40% upon the delivery of the work.

The completion time will be put on hold until the first and/or second instalment is paid by the customer. Moreover, non-payment shall entitle Alphaplan to terminate the contract and trigger the application of the termination fee provided for in article 5.

7. The start date of the work and the completion time are determined in joint agreement with the customer. A delay in respect of the execution cannot lead to the contract being terminated to the detriment of Alphaplan.

The preparing of the bearing floor shall under no circumstances be on the account of Alphaplan.

Work is deemed to be delivered once it is completed, preferably with written confirmation from the customer. The completion, correction and/or restoration of minor components of the work shall not obstruct delivery. Any defects must be demonstrated by the customer.

8. All invoices are payable by bank transfer at the registered office of Alphaplan within 8 days of the invoice date. The customer is not permitted to deduct any sums from the invoice.

Every unpaid invoice shall by law be increased as of its due date and without notice of default required by: 1) interest at the reference interest rate plus 7% and rounded up to the higher half-percentage point (art. 5 W. 02/08/2002) and 2) a fixed compensation of 10% of the outstanding invoice sum unless the actual recovery costs are higher (art. 6 W. 02/08/2002).

9. If the contract cannot be performed due to force majeure (including, inter alia, a lack of raw materials, factory disruptions, work stoppages, lock-outs or the lack of staff, quarantines, epidemics, etc), the customer shall be forthwith informed thereof.

If the force majeure situation is restricted to one month, the performance of the contract will be suspended. If the force majeure situation lasts longer than one month, the contract will be deemed to be terminated. Under no circumstances shall force majeure entitle the customer to compensation.

10. In the event of deficient performance demonstrated by the customer, Alphaplan shall rectify these deficiencies within a reasonable period.

Alphaplan cannot be held liable for indirect damage suffered by the customer as a result of this deficient performance of the work, such as loss of profit, loss of sales and additional expenses incurred by the customer. The financial guarantee commitment vis-à-vis the customer is in any event limited to the price agreed to with the customer for the specific work.

Alphaplan is not liable for errors or damage attributable to the floor itself, the foundations or the construction of the floor, but that only come to light during or after the execution of the work. Nor is Alphaplan liable for the extant floor construction, reinforcement irregularities, material structure, compositions, finishes, seam transitions, tearing and delaminating of the top layer or the finish. Nor is Alphaplan liable in the event of defective maintenance to the floor and damage caused to the floor by other actions on the part of the customer. Alphaplan is likewise not liable for the proper working of the track system or for the forklift.

Advice and quotes with regard to solving such problems are only provided at the request of the customer and are always invoiced separately.

11. In the event of the non-payment of advance payments or the unilateral amendment of the contract by the customer, Alphaplan is entitled to terminate the contract by law simply by sending a written notification thereof. A termination fee shall then be payable by the customer, as provided for in article 5.
12. The customer shall ensure that no communication is undertaken with third parties concerning our materials, working methods and the price.
13. The customer permits Alphaplan to take photos of the work and to use these photos for commercial purposes.
14. Any dispute arising from this contract is governed by Belgian law and falls under the exclusive jurisdiction of the Courts of Westerlo and Turnhout.

### **TERMS AND CONDITIONS OF EXECUTION**

The following Terms and Conditions of Execution are necessary for our work to be properly performed so as to ensure the warehouse floor is ground ultraflat. We are not responsible for defects or additional costs that are due to noncompliance or incomplete compliance with these terms and conditions.

1. The work by Alphaplan is performed in a sealed, dust- and smoke-free and low-noise (less than 75 decibels) heated or cooled area (working temperature between 10 °C and 30 °C), where water does not affect the work. The floor must be dry and not subject to shocks, vibrations or other movements. The pathways must be free of obstacles and accessible. The activities must be able to proceed without disruption.
2. The location must be completely dry and water- and wind-proof.
3. Access to the warehouse must be permitted three days before and after the execution period. Standard working hours are Monday to Friday, with the exception of special holidays, from 08.00 to 20.00. The customer will concur to a request on the part of Alphaplan to work at night, during the weekends and on public holidays at an additional charge stated in the quote.

4. The customer will designate a dumping area for the grinding waste and other waste materials, within 50 m of the warehouse. The passage between the warehouse and this location must be easily accessible. The floor level of the dumping area must be of the same height as the dumping level itself. Running water must be available at the dumping area.
5. The customer shall provide, pursuant to the provided Alphaplan technical documents, two watertight containers on the designated dumping area for the grinding waste and other waste materials, within 50 m of the warehouse.
6. The customer shall provide, pursuant to the provided Alphaplan technical documents, water and electricity to the location where the floor is to be ground.
7. The customer undertakes to always have water, electricity, sufficient lighting, heating and space for the site vehicles available free of charge, and to keep these facilities available.
8. The customer is to provide a loading bay and forklift truck for unloading and loading our FloorShaver and the additional material. Loading and unloading will be carried out exclusively by Alphaplan employees.
9. The customer will be responsible for removing any form of steel in the area to be ground. Should steel nevertheless be encountered, work will cease with immediate effect, after which the customer must undertake that which is necessary to remove it.
10. The customer will be responsible for removing any material in the aisles to be ground. E.g. racking protection, fireproof safes,...
11. If the floor is steel fibre-reinforced, some steel fibres could come (partly) loose from the surface once the floor is in use again. If that is the case, we recommend that it be frequently polished during the first 2 to 3 weeks.

The look of the ground-down floor depends on how much of it must be ground down in order to comply with the standards.