

General terms and conditions T-Rex Road Modifications

1. SCOPE OF APPLICATION

“T-Rex Road Modifications” means the company T-Rex Road Modifications BV, with registered office at Ledeganckkaai 17, box 501, 2000 Antwerp, Companies Register number: 0780.740.330.

The term “client” within the meaning of these terms and conditions shall be understood to mean all those who issue an assignment to T-Rex Road Modifications with regard to the modification of road infrastructures and, more generally, all those who enter into a legal relationship with T-Rex Road Modifications, provided that by issuing the assignment or entering into a legal relationship the client declares himself authorised to do so and therefore personally guarantees the obligations arising from the assignment.

These general terms and conditions apply to all assignments placed with and agreements with and more generally all legal relationships with T-Rex Road Modifications, unless otherwise agreed in writing and to the extent that the provisions of these terms and conditions could apply to the legal relationship. This means that the general terms and conditions of the client, in whatever form, cannot in any way apply to the legal relationship with T-Rex Road Modifications.

2. ESTABLISHMENT OF THE AGREEMENT.

All offers, in whatever form made by T-Rex Road Modifications, are without obligation and only count as an invitation to give or provide an assignment, unless otherwise stated in writing on the offer. T-Rex Road Modifications reserves the right to refuse an assignment after receipt – which counts as an offer to contract – despite offers made, without the right to compensation on the part of the client.

An assignment is only deemed to have been accepted once it has been sent in writing, by fax or by e-mail by the client to T-Rex Road Modifications and has been accepted in writing or started to be executed by the latter.

The client grants T-Rex Road Modifications a power of attorney to apply for and obtain the necessary permits and licenses from the competent city and municipal authorities, road authorities and all other competent authorities for the modification of the road infrastructure. Based on the obtained permits and licences, T-Rex Road Modifications carries out its assignment. T-Rex Road Modifications is authorized to provide and request information and to take necessary decisions in order to have the assignment proceed in accordance with the legal provisions of the country where the assignment is carried out. The client must inform T-Rex Road Modifications of the permits and licences that must be requested by T-Rex Road Modifications in the name and on behalf of the client. T-Rex Road Modifications cannot be held liable for not obtaining the necessary permits and licenses that must be applied for by the client or for which T-Rex Road Modifications was authorized to apply for the permit or license. Failure to grant a required permit or licence by the competent authority does not

constitute an error or negligence on the part of T-Rex Road Modifications and cannot result in any liability on the part of T-Rex Road Modifications.

3. DEADLINES .

Any implementation deadlines specified are always indicative and not binding. Exceeding the implementation deadlines will never give rise to any form of compensation or termination of the agreement signed by the parties.

4. CANCELLATION/CHANGE OF THE ASSIGNMENT

Cancellation of the assignment after the agreement has been concluded must always be done in writing. T-Rex Modifications reserves the right to charge the client for any costs or damages in this regard.

Any changes to an assignment after its acceptance will be notified immediately by the client. T-Rex Modifications reserves the right to charge any (additional) costs in this regard to the client.

5. PROVISION OF INFORMATION

The client is obliged to provide all necessary information, documents and data carriers (in copy) in a timely manner that may be useful in order to be able to fulfil the assignment in good order. T-Rex Road Modifications cannot be held liable for the content of the data carriers or documents provided.

6. CONFIDENTIALITY

T-Rex Road Modifications has a confidentiality obligation regarding all information provided to it in the context of an assignment, with the exception of the provision of the aforementioned information that is necessary to fulfil a legal obligation, a court order or necessary for the proper execution of the assignment.

7. PRICES

Agreed prices are, unless otherwise expressly agreed in writing, in EURO, and are always exclusive of VAT. T-Rex Road Modifications expressly reserves the right to pass on to the client taxes and/or levies and/or costs for T-Rex Road Modifications as a result of circumstances that are external to it (such as in the event of a change in legislation, a government decision or the introduction of a new levy or tax).

8. PAYMENT

Payment of the invoice from T-Rex Road Modifications will take place no later than the due date stated on the invoice or, in the absence of a due date, thirty (30) days after the invoice date. In no event shall the Client be entitled to a discount, settlement or suspension of payment. Any protest regarding an invoice must reach T-Rex Road Modifications, under penalty of forfeiture of the rights of the client, in writing, by registered mail and motivated, no later than eight days after the invoice date. Such a protest does not suspend the payment obligation of the client. Protest must be directed to the registered office of T-Rex Road Modifications.

If the payment term is not met, T-Rex Road Modifications is entitled automatically and without notice of default to payment of an annual interest of 12%. T-Rex Road Modifications is entitled to charge an administrative fee of € 15.00 per registered notice of default. All further collection costs of (extra)judicial collections are fully borne by the client.

If the client has not paid after the payment term has expired, T-Rex Road Modifications is entitled, automatically and without prior notice of default, to compensation amounting to 15% of the unpaid invoice(s), without prejudice to the right of T-Rex Road Modifications to compensation for the actual damage suffered, with a minimum of € 75.00 and a maximum of € 2,500.00. After the payment term has expired, the outstanding balance is immediately due and payable by operation of law and without additional notice of default.

9. COMPLAINTS

Complaints regarding the completed assignment must reach T-Rex Road Modifications by registered letter within 48 hours of the assignment being completed, unless otherwise provided by law.

10. CALL UPON THIRD PARTIES

T-Rex Road Modifications may call upon assistants to carry out its assignment. It will exercise due care in selecting the aforementioned persons, but cannot be held liable for damage caused by third parties.

11. PERMITS

T-Rex Road Modifications applies for the necessary permits and licences based on the information and data it receives from the Client. In accordance with art. 5 of the current conditions, the Client must provide all necessary information and the necessary data in a timely manner. In accordance with art. 2 and 12 of the current terms and conditions, T-Rex Road Modifications cannot be held liable for not obtaining a permit or licence (in time). This applies even more so when the Client does not provide T-Rex Road Modifications with the necessary information and data, or does not provide it sufficiently or in a timely manner.

T-Rex Road Modifications cannot guarantee that a requested permit or license will be granted on time. T-Rex Road Modifications does not assume any obligation or guarantee of results with regard to any time limit or indication for the application and/or delivery of a permit or license. The costs resulting from the failure to grant a permit or license (on time) which cannot be attributed to T-Rex Road Modifications will be charged to the client by T-Rex Road Modifications. T-Rex Road Modifications cannot be held liable for any damage resulting from the failure to obtain a permit or license (on time).

12. LIABILITY

Any liability of T-Rex Road Modifications is limited to the agreed cost price of the assignment, except in the case of T-Rex Road Modifications' own intent or its own gross negligence or

gross negligence of its employees. Other damages claimed by the client are not accepted by T-Rex Road Modifications.

The liability of T-Rex Road Modifications is - except in the case of intent on the part of T-Rex Road Modifications or its own gross negligence or gross negligence on the part of its employees - excluded in the following circumstances

- In the event of failure to obtain a permit or licence (in time);
- Any damage caused by T-Rex Modifications to property or materials of third parties for which T-Rex Road Modifications would be held liable by the client or of the client in connection with the execution of the assignment;

T-Rex Road Modifications can never be held liable for any form of indirect damage, consequential damage or immaterial damage, except in the case of intent.

The Client indemnifies T-Rex Road Modifications against all claims from third parties.

The Client will fully compensate any material or immaterial damage suffered by T-Rex Road Modifications or assistants in the context of the assignment.

T-Rex Road Modifications is, except in the event of its own intent, in no way responsible and/or liable for any theft or misappropriation of materials used during the assignment (own materials and materials belonging to others; e.g. but not limited to road plates, traffic signs, etc.). T-Rex Road Modifications is responsible for the provision and placement of the necessary materials, but is not responsible for their security. Misappropriation of materials, regardless of the perpetrator, person responsible, cause, etc., will be charged to the client at cost price.

The parties expressly agree that the client who enters into a legal relationship with T-Rex Road Modifications for the execution of any agreement concluded with a third party, ensures that, to the extent legally permitted, a third-party clause is included in the agreement with that third party that excludes the non-contractual liability of T-Rex Road Modifications and any of its assistants. The client and T-Rex Road Modifications thus expressly agree that article 6.3, §2 of the Civil Code cannot be invoked against T-Rex Road Modifications. The client undertakes to explicitly stipulate in every agreement that he enters into with his own clients that article 6.3, §1 of the Civil Code cannot be invoked against T-Rex Road Modifications. The client will also require his clients to stipulate in all further contracts that they enter into within the contractual chain that article 6.3, §2 of the Civil Code cannot be invoked against T-Rex Road Modifications.

The client indemnifies T-Rex Road Modifications against all claims, damages and costs arising from or related to the situation in which the carrier is approached as an assistant by a client higher up in the contractual chain and which arises from or may be related to the performance of the agreed assignments or services, with the exception of damage or claims arising from a gross negligence or intent of T-Rex Road Modifications or its

assistants. The client shall be fully liable and shall indemnify T-Rex Road Modifications against all damages, losses and costs suffered by the carrier as a result of the failure of the client or any other party in the contractual chain to comply with the obligations set out in this article.

13. FORCE MAJEUR

In the event of temporary force majeure (including weather conditions, exceptional traffic jams, strikes, severe weather, flooding, terrorism, etc.), T-Rex Road Modifications is entitled to suspend the assignment. Permanent force majeure will lead to the termination of the agreement, in which case T-Rex Road Modifications is entitled to invoice the client for costs already incurred.

14. INVALIDITY OF PROVISIONS

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, then both parties shall be relieved of all rights and obligations arising from that provision, but only to the extent that that provision is invalid, illegal or unenforceable. The parties will negotiate in good faith in order to remedy the invalidity, illegality or unenforceability of the provision in question. The invalidity, illegality or unenforceability of a (part of) a provision in these general terms and conditions does not entail the invalidity, illegality or unenforceability of the other provisions of the general terms and conditions or the general terms and conditions as a whole.

15. APPLICABLE LAW

The agreement and any legal relationships arising from it are exclusively governed by Belgian law.

16. FORUM CHOICE

All disputes between the Parties relating to or arising from the agreement or legal relationships arising therefrom shall fall under the exclusive jurisdiction of the territorially competent courts of the registered office of T-Rex Road Modifications.