

General Sales Conditions of Apragaz Asbl

1. General

1.1 Apragaz's general terms and conditions of sale ("Apragaz GTCS") shall apply to any offer, order form, invoice or agreement between Apragaz Asbl ("Apragaz") and any other person ("Client") who purchases services from Apragaz Asbl on behalf of itself or a third party.

1.2 In the event of any inconsistency between these Apragaz GTCS and any other written agreement ("Agreement") accepted by Apragaz, the provisions of the Agreement shall prevail. However, the Apragaz GTCS shall supplement the terms and conditions of the Agreement to the extent that the Apragaz GTCS contain provisions that are not included or are less specific than the Agreement.

1.3 The invalidity or unenforceability of any clause of the Apragaz GTCS shall not affect the validity or enforceability of the other clauses.

1.4 The Apragaz GTCS shall be deemed to have been accepted by the Client by the mere fact of its written or oral order or the provision of a service. This acceptance implies that the Client fully waives the application of its own general conditions.

1.5 Under no circumstances shall acceptance of a Client's order form imply acceptance by Apragaz of its general terms and conditions.

1.6 Apragaz may amend the Apragaz GTCS at any time, provided that it notifies the Client one week prior to their entry into force.

1.7 Apragaz shall treat each document and information obtained from the Client with strict confidentiality. No information shall be disclosed to a third party without the Client's prior consent, except in the event of legal action or a request from the competent authority or its representative (BELAC). Apragaz shall notify the Client of any request for information.

1.8 Apragaz shall process the personal data of which it may become aware in accordance with the GDPR. Apragaz's declaration in this respect is available on Apragaz's website: www.apragaz.com

1.9 The latest version of the Apragaz GTCS may be consulted on the Apragaz website: www.apragaz.com

2. Apragaz services

2.1 Client's purchase orders or offers, quotations and agreement proposals made by Apragaz are non-binding and shall not bind Apragaz to the Customer. A contract between Apragaz and the Client shall not be concluded until a Purchase Order ("PO") is confirmed or an Agreement is signed by a duly authorised Apragaz representative or services are provided and invoiced.

2.2 Unless otherwise agreed, any quotation shall be valid for up to 2 months after the date of the quotation.

2.3 In order for the service to be performed by Apragaz to be carried out in the best possible conditions, Client must, depending on the nature of the service to be performed

- ensure that access procedures and authorisations are in place and that Apragaz personnel are provided with the directives (health, safety, environment) to be observed at the site of the service.

- provide Apragaz personnel performing the service with the information (documents, system access, etc.) required for the proper performance of the service.

- provide Apragaz personnel performing the service with an operator who can indicate the exact location where the service is to be performed and, if necessary, be able to use/handle the equipment or installation.

- provide Apragaz personnel performing the service with the equipment or installations to be inspected in a clean and safe condition (in compliance with the law on welfare).

- provide Apragaz personnel performing the service with a space in which to carry out administrative activities (drafting reports, studying documents, etc.)

- authorise Apragaz staff performing the service to be accompanied by external auditors representing the competent authorities and/or working for BELAC.

2.4 Apragaz reserves the right to entrust certain services to third parties working under the responsibility of Apragaz, taking into account the law and the rules in force regarding approval and/or accreditation.

2.5 In the context of its services, Apragaz shall act as a controller and shall in no way be able to remedy or repair defective elements. These operations are the sole responsibility of the Client.

2.6 Reports drawn up by Apragaz in the course of a service are issued in the name and on behalf of the Client. A copy of the report shall be kept for the period of time legally required of Apragaz.

One copy of the report shall be sent to the Client by post or e-mail. The default language is the language of the location of the visit. A translation into English or German instead of French or Dutch may be requested at an additional cost for the translation.

The reports refer to the situation at the time of the service and are limited to the parts/components that could be inspected/monitored.

2.7 The reports drawn up by Apragaz shall remain the property of Apragaz and may not be modified by a third party. They may only be reproduced by the Client for the purposes of its business. An Apragaz report is a whole and its various parts (body of the report, appendices, etc.) may not be removed or used separately.

2.8 The performance of a service requires precision, which may result in a delay or cancellation due to bad or exceptional weather conditions or force majeure.

2.9 A delay in the execution of the service by Apragaz shall not under any circumstances give rise to compensation.

3. Prices, invoicing and payment

3.1 Price determination

3.1.1 The prices for the various services are available at all times from Apragaz.

3.1.2 The prices indicated in the rates, offers, agreements, etc. are always exclusive of VAT and do not include any other taxes and charges associated with the services provided, which are payable by the Client.

3.1.3 The prices indicated in the offers are valid during the period of validity of the offer and, in the absence of a period of validity, for 2 months from the date of the offer.

3.1.4 The prices quoted cover services performed on working days, from Monday to Friday inclusive, during the time period from 6.00 a.m. to 8.00 p.m. and for a maximum of 8 hours per day/person.

The following surcharges apply where applicable

- 50% for overtime (beyond 8 hours/service/person)

- 50% for services performed between 20:00 and 6:00

- 50% for services performed on a Saturday

- 100% for services performed on a Sunday or public holiday

3.1.5 The amount of our statements of work is established on a lump-sum basis or on the basis of the time spent by Apragaz personnel performing the services requested or on a combination of both.

For services performed at our facilities, the duration shall include the time spent performing the work plus the time required to draw up the reports.

For a service performed outside our facilities, the duration shall be supplemented by the travel time between Apragaz and the place of service.

For services performed outside our facilities and involving a fraction of a day's service, only this fraction shall be invoiced, provided that it is possible to perform other services in the same vicinity. Otherwise, a minimum of 3 hours of service will be charged.

Waiting time not attributable to Apragaz shall be invoiced at the hourly rate in force for the service requested.

3.1.6 The following items shall be charged in addition (if not indicated as part of the price):

- In case of an assignment abroad, the costs and allowances for travel, accommodation and food.

- In the case of an assignment in Belgium, the cost of food justified by overtime

- In the case of an assignment in Belgium, any accommodation costs necessary for the smooth running of the assignment.

- The cost per kilometre of travel in a motor vehicle (travel time being included in the duration of the assignment)

- The preparation of documents to be provided in foreign languages (other than English, French and Dutch) and the printing of voluminous or special documents (technical files, plans, etc.)

- The various supplies required for the service (films, products, detection gases, special equipment, etc.)

- A compensation fee in the event of late cancellation of the assignment by the Customer.

3.2 Price review

3.2.1 All prices may be modified at any time (and at least once a year) by Apragaz as a result of new taxes or surcharges, increases in the price of energy (fuel, electricity, gas), increases in wage costs, changes in exchange rates or legislative changes affecting Apragaz's cost structure.

3.2.2 Medium/Long term contracts are governed by the following formula:

$$P1 = P0 (0.2 + 0.8 S1/S0) \quad \text{where}$$

P1 = Adjusted price

P0 = Initial price

S1 = Agoria National Reference Wage of the month of revaluation

S0 = Agoria National Reference Wage of the month of initial pricing

3.3 Invoicing

3.3.1 In the absence of an explicit agreement via a quotation, contract or a special convention, the services shall be charged on the basis of the rates in force at the time the service is provided.

3.3.2 An invoice is issued for one or more services on the basis of the information received by the Client at the time of the order. Any administrative change to an invoice or refusal to pay an invoice due to inaccuracy or lack of information in the Client's order form will result in an additional administrative cost of at least €150 which will be charged to the Client.

3.3.3 In general, invoicing takes place at the end of the services, but for medium/long-term services (more than 1 month) a monthly invoice may be issued.

3.3.4 Any dispute regarding the invoice, for whatever reason, must be communicated to Apragaz in writing within 20 days of receipt of the invoice.

3.4 Payment

3.4.1 Unless otherwise stipulated in the offer, order confirmation or invoice, "residential" services for private individuals shall be payable immediately upon receipt of the invoice via payment terminal, bank transfer or in cash.

3.4.2 "Industrial" services for companies and self-employed persons are, unless otherwise stipulated in the offer, order confirmation or invoice, payable within 30 days from the month-end of their date. Pre-payment may also be required prior the start of a mission.

3.4.3 All payments must be made in Euro. Any bank and exchange charges shall be at the expense of the Client.

3.4.4 Failure to pay an invoice on the due date shall automatically and without notice of default result in all other invoices becoming due and payable, even if not yet due.

3.4.5 Any statement not paid on the due date shall automatically and without notice of default be subject to interest on overdue payments at a rate of 1% per month and to a fixed penalty of 15% of the amount thereof, with a minimum of €75. Apragaz reserves the right to claim a higher indemnity by providing proof of the higher loss actually suffered.

All judicial and extrajudicial collection costs, including those related to an external collection company, shall be at the Client's expense and shall be in addition to the fixed compensation.

3.4.6 Offsetting/Compensation by the Client is excluded, and payments shall be applied in order to the costs due, then to the interest and then to the principal amount of the oldest unpaid invoice.

3.4.7 In the event of non-payment on the due date, Apragaz reserves the right to withdraw any report or certificate with immediate effect and without prior notice and to suspend other assignments until the invoice has been paid in full.

4. Liability

4.1 Apragaz's obligations are obligations of means. Apragaz shall perform its services in accordance with the rules of the profession.

4.2 The reports shall describe a situation at a given time. Apragaz shall not be liable for any damage that occurs after the service has been performed and as a result of manipulation by any person or subsequent deterioration of the installation.

4.3 Any complaints regarding the performance of Apragaz personnel shall be sent to Apragaz in writing and in detail by the Client within 8 working days of the performance. If the damage is not discovered immediately, it shall be reported as soon as possible and no later than 1 year after the service was provided.

4.4 If Apragaz is informed in writing that faults have been committed in the performance of the service accepted by Apragaz, Apragaz shall, at its own expense, carry out the service again within a reasonable period of time.

4.5 Without prejudice to mandatory legal provisions to the contrary, Apragaz (including its agents or employees) shall only be liable for damage caused by its gross negligence. Apragaz shall not be liable for other faults.

4.6 Apragaz shall in no case be liable for damage caused by its staff if they :
- were not accompanied by the Client (itself or a delegate or employee of the Client).

- are required to handle/operate equipment that should have been handled/operated by the Client (himself or a delegate or employee of the Client).

- have not been correctly informed (absent, incomplete, ambiguous or erroneous) of the particular characteristics of the installations to be checked.

- have to carry out checks/measurements on installations (electrical or otherwise) when they (and the installations connected to them) were not completely disconnected during the check/measurement.

4.7 Apragaz shall only be liable for direct and never indirect damages such as loss of profit, loss of production or economy or loss of image, consequential damages or damages to third parties, ... (this list is not exhaustive).

4.8 Apragaz's maximum cumulative liability per order shall be limited to a maximum of twice the invoiced value of the Client's order, with an absolute maximum of 2.5 million euros for personal injury and 1.25 million euros for other damages.

4.9 The Client shall notify its insurers of the content of these Apragaz GTCS so that they can be enforced against them

5. Duration

The duration of the relationship between the Client and Apragaz shall be determined in the specific contract (accepted PO, convention).

For recurring services and in the absence of a duration, the contract shall be deemed to be for a period of 3 years from the date of order confirmation or, in the absence thereof, from the first day of commencement of the services.

The contract shall be tacitly renewed on the anniversary date for an indefinite period unless it is terminated by registered letter 6 months before its expiry. The contract may be terminated by registered mail with a notice period of 6 months for companies and self-employed persons and 1 month for individuals.

For one-off (non-recurring) services, the duration is limited to the performance of the service.

6. Exceptional circumstances

6.1 In the event of reasonably unforeseeable circumstances that significantly impact the performance of Apragaz's services, Apragaz shall be entitled to suspend its obligations for the duration of such circumstances plus a reasonable period of time without being held liable.

These circumstances may be of a natural, political, economic or health nature. Should these circumstances persist, Apragaz shall be entitled to terminate any contract without prior judicial intervention and without compensation.

6.2 In the event of circumstances that disrupt the economic equilibrium of a contract between Apragaz and a client, either because the cost of performance for Apragaz has been increased or because the remuneration for the service has been reduced, Apragaz shall have the right to suspend the performance of its obligations and to request new negotiations with a view to obtaining new conditions that are equivalent in terms of the contractual equilibrium to those that existed at the time of the initial conclusion of the contract.

If such negotiations do not enable Apragaz to reach acceptable terms and conditions within a reasonable period of time, Apragaz shall be entitled to terminate any contract, without prior judicial intervention and without compensation.

7. Non-hiring clause

During the term of the contract and for a period of one year after its termination, the Client shall not, except with the prior written consent of Apragaz, directly or indirectly employ any Apragaz employee(s) who has (have) participated in a service for the Client.

Any breach of this article by the Client shall automatically give rise to the payment of compensation to Apragaz equal to one time the gross annual salary of the team member recruited or taken on.

8. Protection of personal data

Apragaz shall process the personal data of the Client or its staff in accordance with Belgian and European legislation on the protection of personal data. More information on Apragaz's policy on the processing and protection of personal data is available on www.apragaz.com under the "Data Protection Policy" tab.

9. Applicable law - Jurisdiction

9.1. All agreements and contracts to which these Apragaz GTCS apply, as well as all other agreements and contracts arising therefrom, shall be governed exclusively by Belgian law.

9.2 All disputes relating to the validity, interpretation, performance or termination of the agreements and contracts to which these Apragaz GTCS apply, as well as all other agreements and contracts arising therefrom, shall be subject to the exclusive jurisdiction of the Courts and Tribunals of the judicial district of Brussels.

Brussels, 01 January 2025

NEVE Bernard ir.
General Manager

