

# General Conditions

## *i General*

ESHER bvba is an independent Belgian firm of surveyors that specialises in resolving and managing environmental problems and associated problems in the areas of safety and health.

All work and assignments carried out by ESHER bvba constitute an obligation of best efforts. This means that ESHER bvba will always make efforts to carry out its assignments in accordance with best practice.

## *ii Scope of these conditions*

Unless explicitly stipulated in writing to the contrary, all assignments will only be accepted and carried out under these conditions. They are deemed to have been accepted by the client, which renounces its own general conditions. They govern the entire business relationship between the parties, both for the assignment in relation to which these conditions are disclosed and for all subsequent new assignments.

If the parties expressly set down in writing any departure from these conditions or from a part thereof for one or more of the specified assignments, they shall remain in force between the parties for the remaining or subsequent assignments.

## *iii Liability*

ESHER bvba shall not be held liable for any loss or damage arising from or caused by incorrect or negligent execution, unless the client is able to prove that this is due to a serious fault. In that case the amount of liability shall be limited to a sum of € 6000.

To prevent damage to underground pipes, cables and installations, the client shall provide, if a soil investigation has to be carried out on its site, the required 'as-built' plans, correctly showing cables, pipes, underground storage and all other underground installations. If 'as-built' plans cannot be made available, the client shall indicate the location of the boring and/or sampling sites on its own responsibility, and the client shall be entirely liable for any damage done to underground installations. ESHER reserves the right to refuse to carry out boring and/or sampling if it considers that underground pipes and/or installations may be damaged.

## *iv Confidentiality obligation and proprietary rights*

All confidential information which is obtained by either of the contracting parties, ESHER bvba or the client, during or pursuant to execution of any agreement, shall be treated as strictly confidential and shall not be disclosed to third parties without prior express permission in writing from the other party.

The same also applies to offers made in preparation for assignments and to reports resulting from their execution. Unless expressly prohibited in writing, however, it is permitted, for the purpose of publicity, to disclose the fact that an assignment has been received or granted. All offers and all reports resulting from assignments shall remain the intellectual property of ESHER bvba. The Client may - unless a departure is expressly stipulated in writing - only use knowledge and information that is made available to it within the limitations of the specific assignment within which the said knowledge and information is made available to it.

## *v Payment terms, disputes, competent courts*

All our invoices are payable in cash. A disputed invoice must be contested within 15 days of the invoice date. In case of late payment, interest due to late payment will be payable from the thirty-first day after the invoice date, ipso jure and without written notice, at the statutory interest rate plus three percent.

In case of late payment, the firm of surveyors is further entitled, without prior notice and while retaining all its rights, to suspend work on the assignment and not to resume work until the amount that is due has been paid.

Unless expressly agreed to the contrary, the execution of our assignments shall be governed by Belgian law. Any disputes that may arise shall, unless they are settled amicably, be heard exclusively before the courts of first instance of the legal district of Ghent, for assignments in the Dutch language, or of Brussels, for assignments in the French language.