

GENERAL TERMS & CONDITIONS LIFT SERVICE BCR

HEREINAFTER THE "BCR LIFT SERVICE CONDITIONS"

DEFINITIONS:

- **The Client:** the purchaser, the person who wishes to move removal goods or other movable property by means of a Lift, who is not regarded as a Consumer in accordance with Book I, Title 1, Section I.1 2° of the Dutch Economic Law Code (WER);
- **The Client/Consumer:** the purchaser, any natural person who is acting for purposes which are outside his trade, business, artisan or professional activity, and who, in accordance with Book I, Title 1, art. I.1 2° of the Belgian Code of Economic Law, is regarded as a Consumer).
- **The Service Provider:** the contractor recognised by the BCR, who performs Lift Services on a professional basis.
- **The Lift Service:** the services offered by the Service Provider consisting of (i) the transport and placement of the Lift, (ii) the use of the Lift and (iii) the operation of the Lift by a Lift operator appointed by the Service Provider.
- **Lift:** the moving Lift/elevator that will be used in the performance of the services.
- **The Purchase Order/Signed Quotation:** the complete enumeration of all agreements made between the Service Provider and the Client in the context of the Lift Service.
- **The Goods:** all movable property to be moved with the Lift.
- **The BCR:** a Belgian professional federation that strives for qualitative, correct and professional Lift Services, removals and storage.
- **Working Days:** the total of all calendar days, with exclusion of Sundays and legal bank holidays. If a term, expressed in Working days, ends on a Saturday, the term shall be extended to the following Working day.

Article 1

Applicability of the BCR Lift Service Conditions

All offers made by the Service Provider, Quotations issued, Agreements concluded and the execution thereof, including all (legal) acts performed in the context thereof, are governed by these BCR Lift Service Conditions.

In the event of a conflict between any provisions in the Quotation or Purchase Order and these BCR Lift Service Conditions, that stated in the Quotation or Purchase Order shall prevail.

Article 2

Quotation - Validity - Conclusion of the Agreement

Quotation

2.1 On the basis of the information provided by the Client, the Service Provider issues a Quotation. The information provided by the Client shall be deemed to be necessary, useful, correct and complete for the execution of the Agreement.

Every Quotation is based on a performance under normal circumstances and during normal working hours, unless explicitly stated otherwise. Each Quotation relates exclusively to the provision of service, and the scope thereof, as stated in the Quotation. The Offer Quotation does not include compensation for additional work, unless explicitly stated otherwise.

Validity

2.2 A Quotation shall only be valid for the term stated in the Quotation or, failing this, for a duration of thirty (30) calendar days.

~ version 2020 ~

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2.3 An amendment and/or supplement to the Agreement shall only have effect insofar as the Service Provider has confirmed this in writing. All additional orders take place automatically under the same terms & conditions unless expressly confirmed otherwise in writing by the Service Provider.

2.4 A request by the Client deviating from a Quotation made by or on behalf of the Service Provider shall be considered a rejection of this Quotation and shall not bind the Service Provider.

2.5 All price lists, brochures, catalogues, leaflets and other information provided by or on behalf of the Service Provider as part of a Quotation, have been prepared as carefully as possible, but shall only bind the Service Provider insofar this is explicitly confirmed by Service Provider in writing.

Conclusion of the agreement

2.6 Either the Service Provider, upon receipt of the Client's agreement with the Quotation, draws up a Purchase Order, signs it for approval and sends it to the Client. The Agreement shall be concluded when the Client signs the Purchase Order unchanged within the period of validity of the Quotation and returns it to the Service Provider for approval. Acceptance is deemed to represent the agreement correctly and completely.

Or the Client signs the Quotation for approval. The agreement is concluded when the Client signs the Quotation unchanged within the period of validity for approval and returns it to the Service Provider. Acceptance is deemed to reflect the agreement correctly and completely.

2.7 As long as no signed Purchase Order or Quotation is available, the Service Provider is not obliged to carry out or prepare the order. The parties will not be obliged to pay any compensation to each other, as the case may be.

2.8 As long as no signed Purchase Order or Quotation is available, the Client cannot enforce the performance of the Agreement.

Article 3

Base price - Supplementary costs - VAT - Advance – Assistance Lift operator – Information Client - Overtime

3.1

Base price

Unless expressly agreed otherwise, the price shall be calculated on the basis of a fixed unit price per hour and per started quarter of an hour (15 min.), to be calculated from the moment that the Service Provider leaves its premises With the Lift until the moment that the Lift Service is completed by the Service Provider. If the Lift Service takes less than one (1) hour, the fixed unit price for one (1) hour remains payable by the Client to the Service Provider.

3.2

Mileage fee

The Service Provider is entitled to charge a fixed mileage allowance for journeys (i) to and from the location where the Lift Service is performed, to be calculated from the registered office of the Service Provider, and (ii) between two locations where the Lift Service is performed on the instruction of the Client.

Supplementary Costs

3.3 The price is calculated based on execution during normal working hours per day and/or week and under normal (working) conditions, that is it must be possible to carry out the work continuously and sequentially. The Service Provider is entitled to charge additional costs for additional services due to abnormal circumstances, working hours and difficulties, foreseeable or unforeseeable or by incorrect/incomplete details provided by the Client.

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VAT

3.4 If the Client is a Consumer, the Value Added Tax (VAT) is INCLUDED in the Base Price.

If the Client is NOT a Consumer, the Value Added Tax (VAT) is NOT INCLUDED in the Base Price.

Advance

3.5 The Service Provider always reserves the right to request an advance payment from the Client before carrying out the Lift Service.

Information Client

3.6 The price is calculated based on the information provided by the Client. Consequently, the Client is obliged to provide the Service Provider accurately with all necessary or useful information so that the latter can form a clear picture of the circumstances under which the Agreement must be performed (volume, nature, number, dimensions, weight of the Goods, location, environment, etc.).

Article 4

Price changes

The Service Provider can only implement price changes after the conclusion of the agreement, that concern legislative amendments, imposed collective employment Agreements, modified fuel prices and transportation related costs, transportation and railway tariffs, exchange rates, but only as a consequence of the tariff changes of the possible Subcontractor(s) and/or third parties, in accordance with the provisions of these General Terms & Conditions, which require the Subcontractor(s) and/or third parties to apply these changes. The reasons for the price change must be communicated to the Client at the time the Service Provider becomes aware of it. This applies to both increases and decreases in the price.

Article 5

Right of withdrawal

Cancellation by the Client/Consumer

5.1 In application of and under the conditions of Book VI Market Practices & Consumer Protection of the Economic Law Code, the Consumer has a right to revoke distance/off-premises contracts for the delivery of services and this without giving reasons within a period of fourteen (14) calendar days after the day on which the contract in conformity with article **2.6** was concluded, unless the Lift Service was performed within this withdrawal period at the request of the Consumer.

5.2 The Consumer has a period of fourteen (14) days to withdraw the provision of the Lift Service. This period of fourteen (14) days commences on the day that the Purchase Order - unchanged - is signed by both Parties or on the day that the Quotation is signed by the Client.

5.3 In order to exercise the right of withdrawal, the Consumer must inform the Service Provider of his decision to withdraw from the contract by means of an unequivocal statement, by post or by e-mail. The Consumer may use the model withdrawal form but is not obliged to do so. In order to comply with the withdrawal period, it shall be enough for the Consumer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

5.4 If the Consumer correctly withdraws the agreement in accordance with the conditions, the Consumer will receive all payments made at that time back immediately and in any case no later than fourteen (14) calendar days after the Service Provider has been informed of the Consumer's decision to withdraw the agreement.

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Cancellation by the Client, Client/Consumer and Service Provider

5.5 To the extent not contrary to the Client/Consumer's rights to withdraw the agreement, and without prejudice to the possibilities for cancellation of the agreement by the Service Provider as provided for in article **10**, the party that cancels the agreement (prior to the agreed day of execution) shall be liable to pay a compensation, by operation of law and without notice of default, equal to all damage, losses and costs (all inclusive and nothing excluded) suffered by the other party, yet no less than:

- 10% of the amount of the contract price in the event of cancellation more than one (1) week prior to the agreed day of execution.
- 25% of the amount of the contract price in the event of cancellation less than seven (7) days but more than three (3) days before the agreed date of performance.
- 50% of the amount of the contract price in the event of cancellation less than three (3) days but more than one (1) day prior to the agreed day of performance.
- 100% of the amount of the contract price in the event of termination/cancellation less than twenty-four (24) hours prior to the agreed day of performance.

Article 6

Execution of the contract

Subcontractors - Good professional

Subcontractors

6.1 The Service Provider shall be permitted to subcontract the Agreement in whole or in part to Subcontractors, unless this possibility is explicitly excluded by the Client in writing prior to commencement of the Agreement.

Sound professional

6.2 The Service Provider acts as a sound professional in the sector of Lift Services and takes the measures that, depending on the circumstances, best serve the interests of its Client.

Article 7

Obligations of the Service Provider

The Service Provider is obliged:

- to set up the Lift.
- to operate the Lift.
- to complete a job started without delay.
- against payment of the resulting additional costs, after explicit approval of these additional costs by the Client, to carry out all related work unless this would disrupt the operation of the company in a disproportionate manner.
- request instructions from the Client, if for any reason the execution of the agreement is or becomes impossible and in the absence of such instructions to take all measures that he, as a diligent Service Provider, may deem to be in the interest of the Client. The resulting additional costs shall be for the account of the party to whom the impediment can be attributed.
- to indemnify the Client against claims by third parties that are the result of non-fulfilment of his obligations arising from these General Terms & Conditions, unless such claims by third parties cannot reasonably be attributed to non-fulfilment by the Service Provider.

Article 8

Obligations of the Client:

Information – Location and environmental elements – Precaution at loading and unloading - Disposal of Goods - Parking permit(s)

Information

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8.1 The Client shall provide all necessary information about the location, the positioning of buildings involved, the environment and the nature of the Goods in order to enable the correct execution of the Agreement.

The Client guarantees that the agreed location for the execution of the Lift Service is accessible, including for bringing the Lift on site, for the correct installation and operation of the Lift. To this end, the Client must provide at least the following information:

- whether there is enough passage for the Lift to the location.
- whether the surface is stable enough for the placement of the Lift.
- whether there is enough space for the Lift (passage height of minimal 3.5 m and two free parking spaces under the window/balcony used to pass the Goods).
- whether the Goods to be moved with the Lift fit through the window/balcony.
- that there are no cables present that could impede the use of the Lift.

without this list being exhaustive.

Location and environmental elements

8.2 The Client must sincerely and fully specify all elements that may influence normal work or increase the level of difficulty.

The Client must indicate:

- accurately the location and arrangement of the buildings.
- whether the facades and/or balconies of the building can withstand the professional installation of removal Lifts.
- whether or not there is easy access for the Lift.
- whether public works are carried out, which may hinder the placement of the Lift.
- whether one must get on or off roadsides.
- whether one must cross earth roads, canals or other obstacles.
- whether the facades and/or balconies of the building can withstand the professional installation of the Lift.
- whether there are obstacles in front of the building, such as: poles, lampposts, terraces, trees.
- whether the length of the front yard is in the way of the placement of the Lift,

without this list being exhaustive.

All consequences of concealment, negligence or errors in this respect by the Client or his representative shall be borne by the Client.

Precautions at loading and unloading

8.3 The Client or his representative must take all necessary precautions so that the Service Provider's Lift can be set up/installed immediately upon arrival. Therefore the Client must take care of:

- demarcation/ inaccessibility of the space where the Lift will be placed.
- the timely request and acquisition of the necessary permits and/or parking signs, unless the Client requests the Service Provider timely to make the reservation in his name.

Right of disposal Goods

8.4 The Client declares to be legally entitled to dispose of all Goods to be moved and that the Goods are not encumbered.

Parking permit(s) and incorrectly parked vehicles

8.5 The Client shall bear the costs of reserving the necessary places for the stationing of the Lift, if the police regulations so require. The Client may request the Service Provider to offer this service. In such a case, the costs of the reservation shall be borne by the Client.

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The Service Provider is not responsible for waiting times caused by incorrectly parked vehicles. It is the Client's responsibility to keep two (2) parking spaces free and this straight under the window opening through which the Goods must pass. Nor can the Service Provider be held responsible for delays caused by failure to place a parking prohibition sign(s) or placing them incorrectly.

All consequences and additional costs resulting from the failure to take these precautions shall be borne by the Client. If the Service Provider itself is the cause of the fact that the Service Provider cannot immediately proceed to execute the Agreement, the Service Provider shall bear all consequences and additional costs.

Penalties for failure to comply with provisions

8.6 All risks, loss or damage resulting from failure to comply with the provisions of article 8 shall be borne by the Client. (damage to Goods, damage to buildings, fences, windows, balconies, etc.)

If the Lift Service cannot be performed due to a fault or negligence on the part of the Client, the Client must compensate the Service Provider for all costs incurred by the Service Provider. The Service Provider shall submit conclusive evidence of these costs.

The Client shall reimburse and indemnify the Service Provider for any amount to which the Service Provider is sued by third parties for failure to comply with this provision.

Article 9

The Services

Use of Lift – Goods excluded from the services - Platform

Use of Lift

9.1 The Lift Service is limited to the mere operation of the Lift by the Lift operator. The Service Provider is therefore NOT responsible for the placement and unloading of the Goods on and from the Lift. The Client is solely responsible for the correct placement and attachment of the Goods on the Lift in accordance with the instructions for correct and safe use.

Only if, at the express request of the Client, the Service Provider nevertheless assists with the placement and unloading of the Goods on and from the Lift, is this done at the express responsibility and risk of the Client.

Goods excluded from the services

9.2 The Client undertakes not to place Goods on the Lift that exceed the maximum lifting capacity specified by the manufacturer/constructor and/or the dimensions of the loading platform.

Platform

9.3 The Client (or other persons assisting the Client with the loading and unloading of the Goods on the Lift) shall at no time and under no circumstances enter the loading platform.

Article 10

Cancellation of Agreement by the Service Provider

Timely presence – Important reasons

Timely presence

10.1 The Client must ensure that he or a representative is present at the location fifteen (15) minutes before the agreed time. Additional waiting time or any other delay attributable to the Client will be charged to the Client. If no one is present at the location fifteen (15) minutes

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after the agreed time for the performance of the Lift Service, the Service Provider may regard the Agreement as cancelled.

Where applicable, the Client shall owe the Service Provider compensation in accordance with the provisions of article 15.

Important reasons

10.2 The Service Provider can always decide at its own discretion that the Lift Service cannot be performed for important reasons, for example because the location for the performance of the agreement is not accessible, the Goods placed on the Lift are not suitable, the weather conditions are dangerous, etc...

The Service Provider's decision not to perform the Lift Service because of the aforementioned situations cannot give rise to any compensation of any kind.

Article 11

Liability of the Service Provider

Delay - Force Majeure – Temporary impediment -Permanent impediment

Liability of the Service Provider

11.1 Except in the event of Force Majeure, circumstances beyond the control of the parties and the cases described in article 12.4 below, the Service Provider is liable for loss and damage caused by it and/or its subcontractor(s) to Goods forming part of the Lift Service, as well as for damage caused by delay caused by the fault of the Service Provider and/or its subcontractor(s), to the exclusion of delay attributable to third parties.

Delay

11.2 Delay is understood to mean: the arrival at the loading address or delivery at the unloading address where there is a delay of at least fifteen (15) minutes, compared to the agreed time of arrival or delivery.

Force Majeure

11.3 Force Majeure shall be understood to mean: all circumstances beyond the control or control of the Service Provider and which humanly put him in the practical impossibility of fulfilling his obligations.

11.4 In particular, the Service Provider shall not be liable for: the direct and indirect consequences of war, revolution, civil and political unrest, acts of terror, riots, strikes, government measures, all direct and indirect consequences of (pan) epidemics and quarantine, lightning, fire, floods, snow, ice, thunderstorm, storm code orange and gusts of wind code red, tornadoes, crashing aircrafts, closure of thaw barriers, usage of perpendicular roads, storage in station, airports or customs etc., when these circumstances are inevitable and render the assignment's smooth operation impossible.

Temporary impediment

11.5 In the event that the performance of obligations under the agreement is temporarily prevented as a result of Force Majeure, the Force Majeure will only result in the performance of those obligations (with the exception of payment obligations) being postponed, and the Force Majeure will not apply as a reason for not fulfilling the agreement or for terminating the agreement. The temporary suspension of the performance of the Services due to Force Majeure shall automatically and without compensation result in an extension of the delivery period for the period of Force Majeure.

Permanent impediment

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11.6 In the event that the performance of obligations under the agreement is permanently prevented by Force Majeure, either Party is entitled to terminate the agreement without being liable for damages.

Article 12

Complaints in case of damage to the Goods

Reporting damages - Burden of proof - Limited liability - Exclusion of liability

The Service Provider is only liable for damage as a result from its proven fault or that of its appointees and/or subcontractors.

The Service Provider and/or its subcontractors are never liable for indirect or immaterial damage, such as, but not limited to, loss of income, loss of profit and consequential damage.

Reporting Damage

12.1 On pain of forfeiture of rights, any complaint against the Service Provider must have been the subject of comments formulated in good time by the Client or his representative on the document offered to him by the Service Provider no later than at the time of termination of the Lift Service. If the Client does not report any complaints and/or damage on this document at the time of the completion of the Services, even if the Client was not present at the time of the termination of the Services, the Lift Service shall be deemed to have been performed damage-free, subject to proof to the contrary.

Burden of proof

12.2 In any case, the burden of proof of the extent of the damage lies with the Client.

Limited Liability

12.3 The Service Provider's liability in the event of loss of or damage to the moved Goods due to its fault is limited to an amount of €125 per cubic metre of the lost or damaged Goods. The liability of the Service Provider can under no circumstances be limited in the event of intent and/or gross negligence.

Exclusion of liability

12.4 The Service Provider shall in all cases be relieved of all possible liability for all damage (including damage caused by delay, damage to buildings, damage to Goods and personal injury) and losses during the provision of the Lift Service:

- if it has been inflicted by and/or is entirely attributable to the Client, a family member, his representative(s)/appointee(s) or a third party at his account.
- caused by incorrect, unreliable, incomplete or late input or instructions from the Client, his representative(s)/appointee(s) of the Client, with regard to the information to be made available mentioned under article 8.
- caused by delays in the execution of the Lift Service, not attributable to the Service Provider.
- caused by placing the Goods on the Lift, attaching the Goods to the Lift or unloading the Goods from the Lift, as this is done under the responsibility and at the risk of the Client,
- to Goods exceeding the dimensions of the loading platform and/or the weight of Goods exceeding the Lifting capacity of the Lift.
- directly or indirectly caused by an act of the Client or his representative(s)/ appointee(s) or a third party for his account, regardless of whether this was caused by a fault, negligence, carelessness or non-compliance with BCR Lift Service Conditions (for

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example, damage caused due to improper placement and/or unloading of the Goods on the Lift);

- if it was caused by rain or stormy weather, if the Client has instructed the Service Provider not to wait for the end of the rain and stormy weather, against the advice of the Service Provider.
- if it concerns minor or unavoidable damage to the Goods caused by the normal use of the Lift.
- which would not have occurred if the Client had acted sufficiently diligent to limit the damage.

Existing damage and/or defects to the Goods are excluded from any liability on the part of the Service Provider, even if such damage and/or defects would have been aggravated using the Lift.

Article 13

Damage caused by delay

In the event of a delay in delivery of services, compensation shall only be due if the Client proves that damage has occurred as a result and that a complaint has been submitted, either by e-mail or by registered letter to the Service Provider, within two (2) working days after termination of the Lift Service. If the Client does not report any damage caused by delay within the set period, the Lift Service is deemed to have been provided without delay, subject to evidence to the contrary.

Article 14

Damages suffered by the client

Settlement of damages to the Client - Limitation period - Suspension - Defence

Settlement of damage to the Client

14.1 In the event that the Service Provider's liability pursuant to article 11 or article 12 and/or article 13 has been undeniably determined and the damage has been estimated and established, the compensation to the Client as described in article 12.3 or article 13, respectively, shall be payable no later than within fourteen (14) days of the date on which the discharge is drawn up, failing which the statutory interest shall be payable as from the date on which the discharge is drawn up, as well as a fixed and irreducible compensation of 10% of the principal amount of the damage, with a minimum of €50.

Limitation period

14.2 Without prejudice to the applicable mandatory rules of prescription, any claim against the Service Provider expires one (1) year after the determination of the damage and/or shortfall, or, in the event of a dispute in this respect, one (1) year after the date of the invoice.

Suspension

14.3 Under no circumstances may the Client invoke losses, damage or possible delays to suspend all or part of the payments it owes the Supplier, unless the Client's claim is indisputably certain and due.

Defence

14.4 The Service Provider stipulates all legal and contractual rights, which it can invoke to defend its own liability, also for the benefit of all those - including both subordinates and non-subordinates - who are involved in the execution of the Agreement and for whom it is liable under the law.

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Article 15

Client's liability

Correct use of the Lift - Delay

Correct use of lift

15.1 If the Client ignores the instructions and/or indications of the Lift operator regarding the use of the Lift and/or overloads the loading platform and/or takes any action, resulting in damage to the Lift, the Client is obliged to compensate the Service Provider for the damage to the Lift.

Delay

15.2 Without prejudice to the Service provider's right to regard the agreement as cancelled in the event of a delay of more than fifteen (15) minutes, any delay of more than fifteen (15) minutes caused by or attributable to the Client or his representative shall give rise to the payment of compensation by the Client to the Service Provider if the latter proves that, due to a standstill in materials and personnel, the contract price no longer covers the hours worked. In this case, the compensation is equal to the difference between the agreed price and the actual price (taking into account, among other things, the hours actually worked), to be increased by all damages, losses and costs (all inclusive and nothing excepted) incurred by the Service Provider as a result of the delay.

However, if the Service Provider considers the agreement cancelled, the Client shall owe the full price of the agreement in accordance with article **5.5**.

Article 16

Insurance " All Risks "

Limited Liability Service Provider

16.1 The liability of the Service Provider is limited, see article **12.3**. It is therefore advisable for the Client to take out "All Risks" Insurance so that the Client is reimbursed for the damaged objects at their current value.

16.2 The Client understands that if he does not wish to take out insurance and damage occurs for which the Service Provider is liable, the Service Provider is only obliged to compensate the Client in accordance with the provisions under article **12.3**.

Article 17

Terms of payment

Protest invoice - Expiry date - Delivery suspension - Default interest

Protest invoice

17.1 The Service Provider's invoices are deemed to have been accepted by the Client except for a reasoned written protest within fourteen (14) days of the date of the invoice.

If part of the invoice is protested, the protest must clearly indicate which part of the invoice is protested and the amount to which the protest relates. Although the invoice remains due and payable in full irrespective of the protest, in the event of a partial protest, the Client undertakes to pay at least the amount not protested or the amount corresponding to the part not protested, immediately in accordance with these General Terms & Conditions, without this payment in any way affecting the indebtedness and the due and payable nature of the other parts and amounts and the applicability of the General Terms & Conditions to them. The unconditional payment of a part of the invoice shall be considered as explicit acceptance of the corresponding part of the invoice. Such protest shall in no way release the Client from his payment obligations.

Partial payments shall always be accepted with all reservations and without any unfavourable acknowledgement, and allocated first to the collection costs, then to the indemnity clause, the

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interest due and finally to the outstanding principal sum, whereby priority shall be given to the oldest outstanding principal sum.

Expiry date

17.2 The monies owed to the Service Provider, for whatever reason, are payable within fourteen (14) days of the invoice date, unless expressly agreed otherwise.

Late interest

17.3 In the event of non-payment within the stated due period, interest for late payment shall be payable - by operation of law and without prior notice of default - from the date of the invoice, as well as a fixed and irreducible compensation for administration costs of 10% of the invoice amount - with a minimum of €50.

Suspension of the provision of Lift Services

17.4 Non-timely payment of the advance payment shall lead to the suspension of the execution of the Lift Service until the Client has fulfilled his payment obligation. If the Client refuses to proceed to payment after a written reminder, unless the Client/Consumer has revoked the Agreement on time, the Service Provider reserves the right to regard this as a full or partial cancellation on the part of the Client, in which case compensation shall be due, in accordance with the terms stipulated in article 5.5.

Article 18

Netting

(Only if the Client is not a Consumer)

In accordance with the provisions of articles 14 and 15 of the Financial Securities Act of 15 December 2004 (WFZ), the Parties agree to the principle of netting in the event of insolvency proceedings, seizure or any other form of concurrence. Where applicable, the Parties shall by operation of law compensate and offset all current and future debts to each other.

This set-off will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to oppose the set-off carried out by the Parties.

Article 19

Processing of personal data

19.1 The Service Provider undertakes to comply with applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR") 2016/679, and to ensure that its staff and subcontractors also comply with this legislation.

19.2 The Service Provider, as 'Processing Responsible Party', processes the identification data, contact data, data relating to the Goods, as well as data relating to the loading and unloading address of the Client in order to execute the agreement, to keep a Client administration and to manage any disputes.

19.3 The Service Provider has taken appropriate measures to guarantee the privacy and security of the personal data. The Service Provider only gives access to personal data to a limited number of employees (based on the "need to know" principle). The Service Provider informs the Client about how his privacy and rights are safeguarded.

Article 20

Nullity

Should one or more provisions of the BCR Lift Service Conditions be declared illegal, invalid, void or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or

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unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void and enforceable provision with a similar economic effect.

Article 21

Translation BCR Lift Service Conditions

These "BCR Lift Service Conditions" were originally drawn up in the Dutch language. With regard to the translations of the present General Terms & Conditions into French, in the event of misunderstandings as to the verbatim and substantive meaning, meaning, scope and interpretation of these translations, the Dutch text shall form the basis and the explanation and interpretation of this text shall prevail over that of any translation. These General Terms & Conditions shall be communicated to the Client in Dutch, English or French, according to the Client's choice.

Article 22

Applicable Law and Jurisdiction of the Courts

Applicable Law

22.1 All Agreements between the Service Provider and the Client are governed exclusively by Belgian law.

Jurisdiction Courts

22.2 All disputes arising from or relating to a contract to which these "BCR Lift Service Conditions" apply or the performance thereof and which cannot be resolved amicably and which are brought before by the Service Provider, shall be settled by the competent courts of the district in which the Service Provider's registered office is located, without prejudice to the Service Provider's right to bring the dispute that has arisen before the courts as provided for in article 624, 1°, 2° and 4° Ger. W.

22.2 All disputes arising from or related to an Agreement to which these "BCR Lift Service Conditions" apply or the execution thereof and which cannot be resolved amicably and which are brought by the Consumer, shall be settled by the competent Courts of the district in which the Consumer is domiciled, without prejudice to the Consumer's right to bring the dispute that has arisen before the courts as stipulated in article 624, 1°, 2° and 4° Ger. W.

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