

General Terms and Conditions of Purchase 2022

1. These General Terms and Conditions apply to all quotations from, orders by and agreements with LE SCENARIO. Deviations are only possible with the prior written agreement of the director of LE SCENARIO. The General Terms and Conditions of the customer are expressly excluded.

2. All quotations from LE SCENARIO are prepared on the basis of the information available. Unless stated otherwise, quotations from LE SCENARIO are valid for 2 months. All quotations from LE SCENARIO are without obligation and as such do not bind it. Orders from a customer do not bind LE SCENARIO either.

3. All taxes or duties, as well as transport and customs costs, are borne by the customer. Unless otherwise stated, they are never included in the price for goods and services and are charged separately.

4. LE SCENARIO's rates are reviewed annually.

5. Unless agreed otherwise, services are provided Monday to Friday between 7 a.m. and 8 p.m. for 8 hours on each of those days. For services outside this time frame and/or in addition to the stated number of hours per day, a surcharge per hour worked shall always be payable in addition to the basic (hourly) rate. These can be found in the cost-plus rates provided.

6. If the work is carried out in abnormally damp, dusty, hot/cold, greasy and oily places, and/or while the people involved are exposed to the influence of fire, water, gases, acids and corrosive substances, the customer shall owe LE SCENARIO an additional fee per hour worked equal to 15% of the basic (hourly) rate. LE SCENARIO shall also be authorised to stop working if conditions become extreme, until such time as the customer has taken the necessary measures to return conditions to normal. In such cases, the customer cannot claim any form of compensation.

7. Waiting times not attributable to LE SCENARIO as well as wasted journeys shall be charged to the customer.

8. LE SCENARIO reserves the right to ask for an advance payment and only start (or continue) its activities after receiving the full advance payment and provided there is written confirmation from LE SCENARIO in accordance with Article 2.

9. Invoices are payable at the registered office of LE SCENARIO within 30 days of the invoice date. Failure to pay an invoice in full on the due date shall immediately render all other invoices, even those not due, payable by operation of law and without prior notice of default. If the amount due is not paid on time, default interest equal to 1% per started month and an additional fixed compensation of 15% of the principal amount with a minimum of EUR 150 shall be payable by operation of law without notice of default. All invoices from LE SCENARIO shall be deemed accepted if they are not disputed by registered letter with reasons within 8 days of the invoice date.

10. The actual performance of the assignment depends on LE SCENARIO's approval of the condition of the workplace. The workplace must be made easily accessible by the customer to enable the work to be carried out. If preparatory work not included in the written confirmation as per Article 2 needs to be carried out at the workplace by LE SCENARIO in order to start the assignment, the hours worked and costs incurred shall be charged to the customer on a cost-plus basis.

If access passes are required, they shall be provided before the work begins.

11. The customer undertakes to inform LE SCENARIO's employees about the working environment and the safety regulations in force, as well as to take the appropriate safety measures, and to monitor their implementation. If the customer fails to perform one or more of the aforementioned tasks, LE SCENARIO shall be entitled to take the necessary action itself, and any additional costs associated with this as well as any other damage shall be passed on to the customer, without prejudice to LE SCENARIO's right to discontinue the assignment in accordance with Article 20. Consequently, the customer has the right to give instructions to LE SCENARIO's employees insofar as they are intended solely to ensure their health and safety or that of other persons in the same workplace. For attending the information sessions and training sessions under this article, their duration shall count as performance time and shall consequently be charged to the customer on an hourly basis based on the applicable cost-plus rates, unless expressly agreed otherwise.

12. Non-functional differences between specifications and/or quality statements on the one hand and the result/performance on the other shall not entitle the customer to any compensation or reduction in price.

13. The performance and delivery deadlines given by LE SCENARIO are for indicative purposes only. Under no circumstances shall the customer have the right to cancel the order or claim compensation due to non-performance or late performance or delivery.

14. Any delivery or installation of goods by LE SCENARIO shall be checked immediately after receipt or installation by the customer. No complaint shall be admissible if it is not communicated at the latest within 3 working days after receipt or installation of the goods or after the discovery of the defect in performance by registered letter with a detailed and exhaustive list of the defects. The use even of part of the delivery presupposes its approval. The customer must report hidden defects to LE SCENARIO no later than 5 working days after their discovery.

15. The goods sold by LE SCENARIO become the property of the customer only after full payment of the price, plus interest and additional fixed compensation if applicable.

16. Any case of force majeure or contingency shall suspend LE SCENARIO's commitments and/or automatically release LE SCENARIO from any commitment, without any claim for compensation. In the event that LE SCENARIO depends on deliveries or services by third parties, this provision shall also be applicable in the event of force majeure or contingency on the part of such third parties that might delay the delivery or provision of services and/or render them impossible. The following, among others, and without being limited to them, shall be considered cases of force majeure: accidents, fires, pandemics, breakage of equipment, exceptional traffic congestion, exceptional climatic and weather conditions, strikes, import or export restrictions or other governmental measures, etc. In the event of a temporary suspension of commitments, the parties shall consult in good faith to agree on a realistic adjustment of deadlines and any other measures to be taken to seek continuation of the agreement.

17. Liability for the goods is limited to the warranties provided by the manufacturer.

18. In addition, LE SCENARIO can only be held responsible insofar as the customer proves that LE SCENARIO has committed a serious fault or gross negligence, or in the event of wilful intent. LE SCENARIO's liability is limited to repairing foreseeable,

direct and personal damage suffered by the customer, excluding any indirect or intangible damage such as, but not limited to, lost revenue and profits, loss of customers, loss of contracts, supplementary costs. In all cases, LE SCENARIO's liability is limited to the amount of the price paid by the customer to LE SCENARIO for that project in the context of which LE SCENARIO's liability arose.

19. In the event of partial and/or full cancellation by the customer before the scheduled performance of the assignment, the customer shall be liable to pay fixed compensation, without prejudice to the right of LE SCENARIO to claim higher compensation for the damage actually incurred. If such cancellation occurs less than 48 hours before the scheduled start, this fixed compensation shall amount to 50% of the price agreed for what is cancelled and, for cancellation less than 24 hours before, 100%.

20. Should the contracting party go into liquidation or be declared bankrupt, become manifestly insolvent as well as fail to fulfil any of its obligations, such as, among others, not paying its invoices on time or failing to fulfil its information and/or follow-up obligation regarding safety in accordance with Article 11, LE SCENARIO reserves the right of option either to suspend the performance of its own obligations without prior notice of default or to dissolve all or part of the agreement without prior notice of default and judicial intervention, even if the services or goods have already been provided or delivered in full or in part.

21. The customer undertakes to use the personal data of LE SCENARIO's employees only to the extent and for as long as required in the context of the assignment and to comply with the GDPR. Personal data shall only be shared with third parties to the extent required by law or with the consent of the employee concerned, but only if those third parties guarantee to respect the GDPR.

22. The customer shall refrain from approaching, directly or indirectly, the employees of LE SCENARIO with whom it has been in contact in the context of the assignment, with a view to poaching them, employing them if necessary or using them as service providers. This undertaking on the part of the customer shall remain in force for 12 months after the end of the assignment. In the event that the customer should nevertheless breach this undertaking, it shall be liable to pay LE SCENARIO fixed compensation of EUR 15,000, without prejudice to the right of LE SCENARIO to claim higher compensation for the damage actually incurred.

23. LE SCENARIO's failure to claim compliance with any provision of the agreement at any time cannot be construed as a waiver to invoke it at a later date.

24. The nullity or invalidity of a specific provision of the agreement shall not affect the validity of the remaining provisions of the agreement. The parties shall negotiate in good faith to amend the relevant provision in order to preserve the same economic balance between the rights and obligations of the parties as if the invalid provision had been valid.

25. The legal relationship between LE SCENARIO and the customer is subject to Belgian law. However, the transportation of goods is covered by the CMR Convention signed in Geneva on 19 May 1956. Disputes shall be settled exclusively by the courts of the place of the registered office of LE SCENARIO.