

## GENERAL TERMS AND CONDITIONS OF SALE.

### Article 1 - GENERAL SCOPE

Placement of an order by the buyer implies his acceptance of our terms and conditions of sale as well as the cancellation of all other conflicting or additional provisions or conditions of his purchase order. A-kwadraat vzw is only bound by execution after its explicit and written acceptance of an order/assignment.

### Article 2 - PRICES

Quotations are at all times without obligation and are valid for 30 days. The prices are set ex works, net excluding VAT, charges and taxes. Urgent order charges are at all times for the account of the customer. Supplements are charged for services outside of normal working hours. For invoices to an amount of less than € 25 excl. VAT, an amount of € 6.20 is charged for administration charges. Any legal evidence may be provided for additional work.

### Article 3 - EXTENT OF THE ORDER

Any change, addition or omission with regard to the activities described in the order form/quotation/agreement must be the subject of an appendix to the order form/quotation/agreement. In the absence thereof, it will always and irrevocably be assumed that these activities were performed in accordance with the customer's verbal instructions. Any written confirmation or notification from A-kwadraat vzw concerning a change, addition or omission of the activities described in the order form/quotation/agreement, will be irrefutable, accepted and irrevocable on account of the customer in the absence of his written comments within the 24 hours from the dispatch of our notice or confirmation. Article 1793 of the Belgian Civil Code does not apply if its application would be incompatible with this clause.

### Article 4 - DELIVERY

The stated delivery times are for information purposes only and shall not be binding. Any delays in delivery or execution do not allow the customer to cancel the order or claim damages, nor to suspend his payment obligations. Any event that constitutes an insurmountable obstacle or forces A-kwadraat vzw to stop the activities temporarily or definitively will be considered an event of force majeure, including (but not limited to) accidents, poor weather conditions, strikes, shortage of workers and material, disruptions and difficulties with regard to transport, etc., occurring at A-kwadraat vzw or its suppliers.

Any complaint regarding the delivery must be notified to A-kwadraat vzw within 2 working days after delivery by registered letter, on pain of forfeiture. However, complaints regarding the quantity and/or visible damage must be reported immediately upon delivery on the delivery document of the carrier.

In all cases, an unconditional payment of the progress statements, advances, invoices or other cost breakdowns will be regarded as a final and irrevocable acceptance of the activities or goods mentioned or virtually included.

### Article 5 - PAYMENT

The lack of written protest of an invoice within 8 working days from its dispatch implies irrevocable acceptance of the invoice and the stated products and services. The invoices are payable 30 days after the invoice date, unless otherwise agreed in writing. Discounts are not permitted under any circumstances. A-kwadraat vzw reserves the right to demand an advance on the activities to be determined by it before accepting the order. In the event of late payment, the invoice amount will be increased by operation of law and without the need for prior notice of default with a lump-sum compensation of 10% of the invoice amount as well as an interest of 10% per annum from the due date. In the event of failure of payment on the due date of one invoice, the allowed period will fall due for all invoices for which payment has not been made by the due date. All these invoices shall be immediately claimable. Any delay in payment may cause suspension or annulment of the deliveries and activities yet to be performed, and refusal of the acceptance of new orders.

### Article 6 - CANCELLATION

In the event of cancellation or modification of the order, the goods that were already purchased for the relevant order will be charged. If, at the request of the client, the order is annulled or the execution is temporarily suspended, the invoicing will be in accordance with the stage of execution of the order up to that moment. A 20% increase is applied to the value of the total order amount.

### Article 7 - ACCEPTANCE OF WORKS (specifically for wood and parquet)

Pursuant to our deliveries, our guarantee is limited to the guarantee that we obtain from our suppliers. However, the goods may not have been processed or treated. In every assumption, the guarantee is limited to the replacement of the defective parts. The transport costs and working hours are for the account of the customer. No refund, payment or compensation can be claimed from us for any reason.

The work must be performed in accordance with the rules of good workmanship, with due allowance for the usual tolerances in the sector. These are specified in the actual agreement, where applicable. The customer accepts these execution rules.

With regard to wooden floors, a relative humidity of at least 45% and max. 70% must be observed. If it can be proved that this humidity percentage was not observed, we cannot be held responsible for any damage.

The depth of underlying pipes in screed must be at least 4 cm (cf. WTCB), we cannot be held responsible for working the wood through pipes that are too high.

When installing parquet on floor heating, the standards of the WTCB must be observed. Max 28 ° C screed temperature. The heating protocol with max. and min. must be complied with by the customer. We cannot be held responsible for tears or cracks in the wood during installation.

We cannot be held responsible for the reaction of products to the previous treatment in case of re-sanding old parquet floors.

The visible defects or the defects in the conformity that existed at the time of delivery/laying must be reported by registered mail within 8 days, if not, they are deemed to have been accepted.

The following are not considered as a defect in conformity, as a visible or hidden defect: slight differences in the colour or texture to the extent they cannot be prevented from a technical point of view or are generally accepted or specific to the materials used.

### Article 8 - LIABILITY

The customer is liable in respect of A-kwadraat vzw for any harmful event that occurs to our goods, employees or subcontractors and their materials, both due to his own fault (even the slightest) and due to the fault of those for whom he is responsible or for third parties who he has admitted or allowed access at the site of the works. The customer will fully indemnify A-kwadraat vzw to the same extent against claims from third parties. A-kwadraat vzw is not liable for the loss, theft, loss of value or damage of materials entrusted to us by the customer or works of any nature whatsoever or other manipulation requested from our company. The customer is liable to A-kwadraat vzw, and through integral indemnification of our company against third parties, liable for any damage-causing act committed by or via the materials or works of any nature entrusted to our company by the customer.

It is expressly agreed that if A-kwadraat vzw's liability should be compromised, this liability will be limited to a reduction in the price or, where appropriate and to a maximum, to a cancellation of the outstanding payment with regard to the current order, which reimbursement the parties shall at such time accept as the final settlement. Any price reduction will be determined on the basis of the extent of the legally demonstrated errors. The customer waives the possibility of initiating a non-contractual claim against A-kwadraat, as well as any direct non-contractual claims against the executive agents (employees and directors, to the extent that the conditions in Articles 2:56 to 2:58 of the Companies and Associations Code are met) of A-kwadraat.

### Article 9 - RETENTION OF TITLE

The title to all goods, materials and supplies, as well as activities performed shall be vested with A-kwadraat vzw up to full payment of our invoices. This also applies where the activities, supplies, goods or materials of our company are only part of a larger whole, whereby the ownership or parts thereof would not belong to our company.

However, the risk passes when the goods leave our warehouses.

A storage fee of at least € 100/m<sup>2</sup>/month may be demanded after the expiry of a month with regard to goods supplied by the customer

### Article 10 - COMPETENT COURTS AND APPLICABLE LAW

Any dispute arising from the orders placed and the activities performed or the deliveries made shall be governed by Belgian law.

The competent courts are the courts of the Turnhout district.

Version: 1 September 2025