

TERMS & CONDITIONS

EXPERTISEBUREAU DE KEERSMAECKER NV

SURVEY BUREAU DE KEERSMAECKER NV

Article 1 Definitions

The following definitions apply in these General Terms and Conditions:

1.1. "Expertisebureau De Keersmaecker" (*Survey Bureau De Keersmaecker - Assessment Office / Surveyors*): a public limited liability company, with registered office at Alfons Wensstraat 16, 2180 Ekeren (Antwerp) with Enterprise No. BE0419.222.419

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1.2. "Client": the natural person or legal person who uses the services of Expertisebureau De Keersmaecker.

1.3. "Party": Expertisebureau De Keersmaecker or the Client.
"The Parties": Expertisebureau De Keersmaecker and the Client.

Article 2 Application

§ 1. These General Terms and Conditions apply to all services provided by Expertisebureau De Keersmaecker to the Client, and consequently, form an integral part of the contractual relationship between Expertisebureau De Keersmaecker and the Client, excluding the application any other general terms and conditions (of purchase) of the Client.

The General Terms and Conditions of Expertisebureau De Keersmaecker apply not only to the initial order placed with Expertisebureau De Keersmaecker by the Client, but to all subsequent orders, except where different written arrangements are made for a specific order.

§ 2. Agreements which deviate from one or more clauses of these General Terms and Conditions shall only replace the clause or clauses from which they deviate. The remaining clauses shall remain fully applicable.

Article 3 Subject of the Services

- § 1. The services of Expertisebureau De Keersmaecker may, amongst others, be general expert assessments and all related activities.

The Parties shall agree the precise subject of the services of Expertisebureau De Keersmaecker at the commencement of the activities, and, if necessary, adapt/expand it during the performance of the services. The Client agrees that the precise subject of the services may be determined, and if necessary adapted/expanded, in any format, and, amongst others, may be apparent from correspondence, from the acceptance (even tacit) of work performed, or the payment of invoices.

- § 2. Unless this was expressly agreed in writing, the undertakings of Expertisebureau De Keersmaecker are undertakings of effort, and not undertakings of result.

- § 3. The place of performance of the undertakings of Expertisebureau De Keersmaecker is the registered office of Expertisebureau De Keersmaecker.

- § 4. The execution times given are always approximate.

Article 4 Information Exchange

- § 1. The Client shall promptly provide Expertisebureau De Keersmaecker with all information required for the optimum performance of its services, both at the commencement of the agreement and during its term, and where necessary, at the request of Expertisebureau De Keersmaecker.

Expertisebureau De Keersmaecker is not liable for damage arising from incorrect or incomplete information provided by the Client.

- § 2. Expertisebureau De Keersmaecker shall inform the Client about the performance of its services and the progress in the processing of the dossier, in a punctual manner.

Article 5 Use of Sub-Contractors and Third Parties

- § 1. Expertisebureau De Keersmaecker has the right to have all or part of the agreement performed by subcontractors or third parties. If, for the performance of the services, it is useful or necessary to call upon a third-party expert, whether or not in specific subject matters or a translator, the Client shall allow Expertisebureau De Keersmaecker to choose this third party.

- § 2. If, for the performance of the services, it is necessary to use other third parties, such as (foreign) lawyers, notaries, accountants, auditors or experts, these shall be chosen in consultation with the Client. These third parties are chosen on behalf of and for the account of the Client, who shall be deemed to have contracted these third parties directly. The fees and costs/remunerations of these third parties shall be paid for in full by the Client and, as a rule, must be paid by the Client directly to these third parties. If these costs are advanced by Expertisebureau De Keersmaecker, they will be invoiced to the Client.

Article 6 Remuneration

§ 1. Expertisebureau De Keersmaecker may periodically charge the Client for its activities, office expenses, and costs passed on and advanced, by means of an invoice.

§ 2. The activities performed shall be invoiced under the item **work performed**.

Unless agreed otherwise in writing, they will be charged on the basis of the time units worked, and according to the basic hourly rates applied by Expertisebureau De Keersmaecker for the expert(s) who performed the activities.

Expertisebureau De Keersmaecker may adapt its basic hourly rate, according to the nature of the case, the value/stake of the case, the difficulty of the case, the experience of the expert handling it, and the urgency of the task.

§ 3. Expertisebureau De Keersmaecker reserves the right to request the client for an advance, prior to and during the course of its activities, by means of an invoice for advance, and to only commence or continue its activities or advance costs following payment of it.

An advance is a fixed amount that the Client must pay to Expertisebureau De Keersmaecker prior to a detailed, interim invoice or final invoice. All advances are taken into account in the final statement.

New Clients may be requested to pay an advance up front, the amount of which shall depend on the activities to be performed and the costs to be incurred.

Advances may always be requested, if the nature of the case and/or the activities to be performed require this, and/or costs must be advanced.

§ 4. If the Client does not agree with an invoice, he must protest it in writing, within fifteen days of the invoice date, giving reasons.

§ 5. Unless agreed otherwise, all invoices are payable within thirty days of the invoice date.

If an invoice (invoice for advance, interim invoice or final invoice) is paid late, Expertisebureau De Keersmaecker has the right, without being obliged to give the Client prior notification of default, (1) to charge moratory interest at an interest rate of 10% from the due date of the invoice until the date of full payment; and (2) to charge a fixed sum of compensation of 10% of the amount paid late (with a minimum of € 50.00), without prejudice to its right to the legal costs (including the applicable costs of the proceedings), if judicial collection is necessary.

Likewise, in such case, Expertisebureau De Keersmaecker has the right, in this case without prior notification of default, either to suspend performance of its activities until such time as all sums are paid in full, or to terminate the agreement with the Client with immediate effect.

Expertisebureau De Keersmaecker is not liable for damage arising from suspension of its activities, or termination of its agreement with the Client.

§ 6. The place of payment is the registered office of Expertisebureau De Keersmaecker.

Article 7 Liability

- § 1. Expertisebureau De Keersmaecker has professional liability / Civil Liability for business operation.

The cover of this insurance agreement applies to liability-incurring events declared during the validity period of this agreement, for the insured parties subscribed from that date.

Regarding the specific conditions of the insurance policy, Expertisebureau De Keersmaecker refers to the text of the signed insurance agreement, which takes precedence over the previous summary. A copy of these insurance agreements will be made available to the Client on request and free of charge.

- § 2. The professional liability of Expertisebureau De Keersmaecker, its experts and employees is limited to the amount actually paid out by the professional liability insurance company uplifted by any excess applicable. The Client therefore accepts that compensation for damage which he suffers as a result of a professional error of Expertisebureau De Keersmaecker, its experts and/or appointees shall be limited to the amount for which Expertisebureau De Keersmaecker and its experts are insured.

If the professional-liability insurance company does not cover the damage, through no fault of Expertisebureau De Keersmaecker or its experts, the compensation for a professional error of Expertisebureau De Keersmaecker, its experts or appointees, per event of damage, shall be limited in main sum, costs and interest to a maximum sum of three times the amount of the invoice issued by Expertisebureau De Keersmaecker to the Client for the relevant order.

The aforementioned limitations of liability do not apply in the event of intent on the part of Expertisebureau De Keersmaecker.

- § 3. The Client deems the normal insurance of Expertisebureau De Keersmaecker and its experts to be sufficient.
- § 4. Expertisebureau De Keersmaecker and its experts are not liable for any shortcomings of third parties brought in during the performance of their services, regardless of whether these third parties charge their fees and costs to Expertisebureau De Keersmaecker or directly to the Client.
- § 5. Expertisebureau De Keersmaecker can never be held liable for any indirect costs or indirect damage, such as loss of profit, loss of earnings, staff costs, intangible damage or pure financial loss, aesthetic damage, loss due to delay, etc.
- § 6. For events of damage which are partly attributable to the client or to a third party, Expertisebureau De Keersmaecker shall at most be obliged to compensate the Client for the part of the damage that was caused by its fault, excluding any obligation in solidum with the other debtors.

Article 8 Termination

The Client and Expertisebureau De Keersmaecker both have the right to terminate the agreement at any time with immediate effect without giving reasons.

Termination must be performed in writing.

The Client is obliged to pay for all activities and costs up to the date of termination of the agreement. Expertisebureau De Keersmaecker shall draw up a final invoice, and send it to the Client.

Expertisebureau De Keersmaecker shall return the Client's dossier directly on request.

Expertisebureau De Keersmaecker is not liable for any damage resulting from the Client's termination of his agreement.

Article 9 Archiving

On completion of each order, Expertisebureau De Keersmaecker archives the dossier, and retains it for a period of seven years.

Original documents can be returned to the Client, and, where necessary, should be archived by him.

After the aforementioned seven-year period, the dossier is permanently destroyed.

Article 10 Changes

§ 1. Expertisebureau De Keersmaecker reserves the right to change the present General Terms and Conditions at any time.

In the event of any change, Expertisebureau De Keersmaecker shall notify the Client of the amended text. This may take place via the website of Expertisebureau De Keersmaecker.

§ 2. If no written protest is received within fourteen days of notification of the amended text, the Client shall be deemed to have consented to the amended text, and the amended text shall in future be binding for the Client.

Article 11 Invalidity or Validity – Discrepancies

- § 1. If one or more clauses of these General Terms and Conditions are null and void, invalid or unenforceable, this shall not affect the validity and enforceability of the other clauses of these General Terms and Conditions.
- § 2. The Parties undertake to immediately replace such null and void, invalid or unenforceable clause with a mutually agreed clause that as closely as possible approximates the effect of the original clause.
- § 3. In the event of discrepancies between the different language versions of the present General Terms and Conditions, the Dutch language text, which is the sole authentic text, shall have precedence.

Article 12 Applicable Law – Competent Court

- § 1. All agreements between Expertisebureau De Keersmaecker and the Client shall be exclusively governed by Belgian law.
- § 2. The Parties shall by preference settle their disputes out of court.
- § 3. If a dispute between Expertisebureau De Keersmaecker and the Client goes to court, this dispute shall be brought before the courts of 2000 Antwerp (i.e. the Justice of the Peace Court of Kapellen, the Court of First Instance of Antwerp, Antwerp Department, or the Commercial Court of Antwerp, Antwerp Department), excluding any other forum.