

## GENERAL CONDITIONS – HCI N.V. – March 2020

1. It is assumed that the client is familiar with our **general conditions** and **accepts** them at the moment of drawing up this agreement.
2. Our **price offers** are made without obligation and are thus non-binding. The prices quoted are exclusive of VAT. In the event of fluctuations with regard to wages, fuel and taxes, HCI reserves the right to adjust these even with adoption at a fixed price, particularly as determined on 01/02 (with each calculation that results in an increase) and also interim on 01/08 or (with increases >2%). The calculation is always based on the **revision formula**:  $P=p (0.70 L/l + 0.05 D/d + 0.05 G/g + 0.20)$ , with 20% of the amount fixed and immutable as well as:
  - 70% following the evolution of wage costs (L/l), in particular those of a worker in the industrial cleaning (PC-121) category 8C, as determined by ABSU, our cleaning federation, published and valid at the time of the quotation/performance.
  - 5% is set off against the price fluctuations of diesel (D/d) and 5% of fuel oil for heating (G/g), in particular based on the average maximum prices per litre (calendar year-1/calendar year-2), as they are published on [www.petrofed.be](http://www.petrofed.be), the site of the Belgian Petroleum Federation. For the summer indexation, the average price for June is set off against those of calendar year-1.
  - P and p stand for the adjusted and original amount/rate. The calculated increases so determined are **always applicable to all rates**.
3. Unless otherwise explicitly stipulated, the **commencement date and implementation period** is only approximate. In any case, overruns cannot lead to the payment of any (type of) compensation. Among other things, rough weather, reoccurring illness of workers, defective equipment and failure to deliver raw materials on time will count as force majeure and bring in accordance with the law an extension with respect to the execution time equal to the duration of interruption, plus the length of time required to set the work in motion again.
4. In the event of **order cancellation** a fixed compensation rate amounting to 30% of the order's value will be payable by the client.
5. **Waiting times** beyond our control are always passed on according to the unit prices applicable to you. Before work commences the client must ensure that the **site or the installation** to be treated is accessible/available.
6. We calculate **travel expenses** from the departure point at our offices in Antwerp in Belgium to the customer's point of arrival and back.
7. The client undertakes to **sign or have a worksheet signed** at the end of each workday or shift for the hours worked and materials supplied. In the event of settlements calculated other than according to an hourly basis or fixed price the alternative units used for the settlement(s) must also be registered. Worksheets that are unsigned as a result of client absence will be considered correct. These daily statements are binding for invoicing.
8. Our high-pressure vehicles are equipped with 100 metres of high-pressure hose NW13, our suction vehicles with a total of 50 metres of 3" & 4" PVC hose. For **other or additional tubing** (PVC, rubber, etc) you pay per length of 20 metres or part thereof corresponding to the current daily rate. If an additional method of transport is used, then that will also be charged.
9. Our vehicles commence work with a **clean tank** and are required to leave the site in this condition. If this is not possible, then not only the cleaning carried out by a legally recognised company, but both the cost of cleansing waters and sediments are passed on to the client. If through the work carried out the **cooling water** is also polluted (made dirty) this water will then be left with the client or be processed at the latter's cost if a legal processing option is unavailable to the client. We accept no liability whatsoever for **product contamination** attributable to the use of our systems/facilities.
10. The **feed water** for the **high-pressure pumps** is supplied free of suspended solid particles and provided free of charge to the client. The prepressure must be at least 3 bar at a flow rate of 20 m<sup>3</sup>/hour. Damage to our pumps caused by "dirty" feed water will be charged.
11. The client undertakes to **inform us in writing** concerning **each and every circumstance that may be of any interest** for the safe, environmentally conscious and damage-free execution of the work and about every feature of the collected waste that may be important for its treatment. The producer / supplier of the waste matter will sign the transport documents when the waste is collected.
12. **Complaints** concerning the quality of the work and/or the hours worked must be made within 5 days of work completion, all other complaints within 8 days after receipt of the invoice. They must always be sent by registered letter and addressed to the registered office and will not be accepted after the expiry of the aforementioned periods.
13. In accepting work **on the basis of a cost-plus contract** a **minimum of 5 hours** is always charged per call and per shift for materials and staff, plus the **contributions** in force within our joint committee, including sleeping hours, premiums, etc. **Lunch breaks/mealtimes** will be charged.
14. For **urgent calls** during weekends or that must be dealt with within a timeframe of 12 hours, we charge an extra fee.
15. All **invoices are payable** to the registered office, into the bank account stated and unless explicitly agreed otherwise, **within 30 days after the invoice date**. The offering of bills of exchange does not change the place of payment.
16. **Failure to pay an invoice by the date due** will automatically and without formal notification, result in an **interest rate** of 1% per month on the invoice amount as from the invoice date. Non-payment of an invoice by the due date makes all sums immediately claimable, whatever the pre-authorised payment terms might be.
17. In the event of **non-payment or incomplete payment of the invoice by the due date**, automatically without prior notice and according to applicable law, **the outstanding balance will be increased by 10%, with a minimum of € 250.00 per invoice**, even when granting terms with grace, without prejudice to the costs and our lawyer's fees.
18. HCI is only **liable for the damage** resulting directly and as a necessary consequence of its own fault(s) proven in concrete terms and/or any possible fault(s) of its employees and this with the exclusion of all evidence through presumption of fact and law. In any event the liability, both contractual and extra-contractual, for negligence, is limited to the maximum coverage of our policy (currently € 5,000,000.00), which will be submitted on the first request.
19. The **customer** carries ultimate responsibility for its systems and infrastructure. In order to prevent damage thereto and to make adjustments to any incidental deficiencies on time, the customer is obliged to perform the necessary **quality controls**, not only upon delivery, but **after each critical step in the service process**.
20. The legal relationships between the parties are governed by Belgian law. Any **possible disputes** that may arise between the parties as a result of this Agreement shall be settled solely by the courts of Antwerp.
21. HCI undertakes to respect your privacy when processing your data in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). You can always access your personal data and have it adjusted or deleted. A tender is kept for HCI's legitimate interest.

Privacy Statement: [www.hci.be](http://www.hci.be) – General conditions since March 2020 -