



GENERAL TERMS AND CONDITIONS

General Scope of the Conditions

1. These terms contain and govern the entire agreement between the client and EQS Pro-Rent regarding the totality of the services and/or goods requested and entrusted to us. These terms are deemed irrevocably accepted by the client upon acceptance of the order form, offer, or agreement, regardless of any prior correspondence and irrespective of any other terms or documents or forms of any kind from the client. Any deviation from these terms must be made in writing.
2. The general terms and conditions of EQS Pro-Rent exclude the general terms and conditions of the client, even if they are of a more recent date, unless expressly agreed in writing by our company.
3. The Dutch text of these terms prevails over any translations thereof, whether sworn or not.
4. For assignments requiring administrative permits, we assume no responsibility regarding the administrative permits. Any resulting damages and fines are entirely at the client's expense.
5. Our offers are valid for 30 days.

Scope of the Assignment

6. Additional work can be proven by all means of law.

Pricing and Revision

7. Our prices, as stated in our offers, whether unit prices or lump-sum prices, are based on the rates, official exchange rates, wages, and social charges valid on the date of the offer. They are always subject to revision by EQS Pro-Rent and even without prior agreement of the client if market prices or the parameters for their calculation have increased by at least 5% at the time of invoicing. Provisions imposed by the safety coordinator are not included in our offer unless otherwise stated. Our prices are based on delivery 'ex-works', unless otherwise stated. Our prices exclude VAT, import duties, other taxes and government levies, as well as packaging costs, shipping costs, loading costs, transportation costs, and transport insurance costs.

Deliveries and Deadlines

8. The delivery and execution period is always determined in mutual consultation. Any delivery period of work or goods and execution of works, if mentioned, is only indicated indicatively, and delay in delivery or execution does not entitle the client to cancel the order or claim compensation, nor to suspend their payment obligations.
9. If no deadline is specified, the assignment will be executed within a reasonable period. EQS Pro-Rent commits to making every effort to adhere to the specified deadline as accurately as possible, but this is only indicative and subject to unforeseen circumstances of any kind. Delay in expected delivery or execution does not entitle the client to cancel the order or claim compensation, nor to suspend their payment obligations.
10. Any event that constitutes an insurmountable obstacle or forces us to temporarily or permanently halt the work will be considered a case of force majeure, including (but not limited to) accidents, wars, epidemics and their consequences, bad weather conditions, strikes, lockouts, shortages of labor and materials, lack of information, disturbances and difficulties in transport, etc., occurring with ourselves or our suppliers.
11. EQS Pro-Rent reserves the right to postpone the execution of the order or assignment until the full advance payment is received.
12. If delivery or execution of an assignment on location is agreed, EQS Pro-Rent, its subcontractors, or appointees are only obliged to deliver to this location as long as it is normally accessible. If not, unloading will take place on-site next to the transport vehicle, and the goods remain at the client's risk and expense from that moment.
13. The client must ensure that the work can start immediately. Furthermore, the client is obliged to provide necessary power connections and good working light, provide auxiliary tools such as cranes and scaffolding if needed, and ensure that no third-party activities hinder or delay our work. In the absence thereof, direct and indirect costs resulting from time loss will be charged to the client without prior notice. The site must be provided with electricity and water free of charge for EQS Pro-Rent's benefit. The client ensures careful storage and security of the goods delivered on site.

Liability for Damage

14. The client acknowledges being sufficiently informed of all information, including usage and maintenance instructions, regarding the services and goods subject to this agreement.
15. EQS Pro-Rent is not liable for any defects, of any kind, in goods and materials provided by the client, its subcontractors, agents, or appointees. The provisions of Articles 1643 and following of the Civil Code regarding hidden defects in the sold item do not apply, except for Article 1648.
16. Transportation of materials is always at the client's expense and risk. The risk transfers to the client as soon as the goods leave our warehouses.
17. Loss or damage by accident or force majeure of the delivered item or executed work, or due to the client's own fault or the fault of persons for whom they are responsible or whom they admit or tolerate on their premises, is never the responsibility of EQS Pro-Rent.
18. Our company is not obliged to any form of compensation in case of minor errors, nor for damage resulting from defects intrinsically present in the installation space or from incorrectly provided information by the client.
19. If EQS Pro-Rent's liability is proven, it is limited to direct damage, excluding all indirect damage, such as (but not limited to) lost profit, financial or commercial

losses, production loss, increased general expenses, increased administrative costs, loss or damage of data, loss of contracts, intangible damage, and loss of clientele.

20. It is expressly agreed that if EQS Pro-Rent's liability is nonetheless brought into question, this liability will be limited to a price reduction or, if applicable and at most, a waiver of the outstanding payment, which parties will accept as a final settlement. Any price reduction will be determined based on the severity of the errors proven by law. If the client is a consumer, this provision does not apply in the event of bodily injury or death of the consumer due to a fault of the company.
21. In the case of EQS Pro-Rent's liability due to an attributable shortcoming, compensation is limited to the applicable limits of our professional liability insurance, and in any case, to a maximum of the amount of the relevant assignment. If, for any reason, no coverage is provided by the professional liability insurer, liability will be limited to a maximum of the quoted amount of the last placed order or assignment.
22. EQS Pro-Rent is not liable for damage to third parties under Article 544 of the Civil Code and does not indemnify the client in this hypothesis.
23. The client must ensure that the site is sufficiently insured before the start of the work, that the working situation is safe, that suitable fire extinguishing equipment is present, and that there is adequate protection against weather conditions. Furthermore, the client is responsible for obtaining the required permits.
24. If the client is a consumer, the previous provisions do not affect Articles 1641 to 1649 of the Civil Code.

Termination

25. Termination of the assignment entrusted to us, whether before or during the execution of the work, is always possible, whereby the client will be required to fully pay the already incurred costs and charges, the already executed work, along with the already delivered materials and supplies, plus an additional compensation equal to 20% of the total contract amount excluding VAT for the loss of the contract. If we terminate or cancel the agreement ourselves or if the agreement is terminated due to our fault, the client, provided they are a consumer, is entitled to the same compensation from us.
26. If the client has ceased payments, is declared bankrupt, has applied for judicial reorganization, is insolvent (such as in the case of negative equity, seizure of the client's goods, judicial execution against the client), EQS Pro-Rent reserves the right to unilaterally dissolve the agreement without notice of default, without being liable for any compensation, and without prejudice to our company's right to compensation.

Guarantees

27. Each Agreement is entered into under the suspensive condition that the client proves to be sufficiently creditworthy for the monetary fulfillment of the agreement.
28. If EQS Pro-Rent's confidence in the client's creditworthiness is shaken by late payment or non-payment, by judicial execution against the client, and/or other identifiable events that question or make impossible the good execution of the commitments undertaken by the client, our company reserves the right to require suitable guarantees from the client as a condition for possibly proceeding with the further execution of the agreement.

Complaints Regarding Advances or Invoicing

29. To be valid, any complaint must be made by registered letter to the headquarters of EQS Pro-Rent within 30 calendar days from the date of execution or dispatch of the invoice, note, or cost statement. The invoice date is irrefutably presumed to be the date of dispatch of the invoice. Payment of the invoice without protest within the specified period always and without exception constitutes sufficient proof of the delivered performance. Proof of invoice dispatch is provided by our outgoing invoice book or inclusion in the VAT returns.

Subcontracting

30. EQS Pro-Rent reserves the right to engage third parties (subcontractors) for the realization of a delivery or assignment.
31. The client must notify us in writing if they intend to use the services or materials provided by our company for co-productions with one or more third parties. The client alone is liable to us for the full performance of the Agreement.

Payment Terms

32. All our orders and deliveries are payable in cash at our registered office. EQS Pro-Rent reserves the right to demand an advance payment determined by us on the work to be performed before accepting the order and/or another type of guarantee before the start of the work or during the work.
33. If the client fails to pay the principal amount, penalty, and interest as per the invoice within the specified period, the total amount becomes immediately due and payable without further notice of default, even if not all amounts or invoices have matured.

Late Payment, Costs, and Accretions

34. Any debt of a client that remains unpaid on the due date will automatically and without notice of default or any other formality, bear interest at a rate of 1% per month, calculated from the due date to the day of full payment, as well as a lump-sum compensation of 10%, with a minimum of 125 euros, on the principal amount owed. If EQS Pro-Rent exceeds the execution period, the client, provided they are a private consumer, is entitled to the same compensation from our company. Any delay in payment may lead to the suspension or cancellation of further deliveries and works and the refusal to accept new orders.



Pledge on Receivables

35. By entering into the agreement, the client pledges all their current and future receivables and credits against third parties, from any source whatsoever, in favor of EQS Pro-Rent, to secure all their obligations arising from their agreement(s) with our company.

Retention of Title

36. The contractor remains the owner of all items delivered to the Client until the purchase price for all these items has been paid in full. If the contractor performs work and/or services for the client in connection with (sales) agreements, for which the client must reimburse the contractor, the retention of title also applies until the client has paid in full the claims relating to these works and/or services from the contractor. The reserved ownership also applies to claims that the contractor may obtain against the client due to the client's failure to fulfill one or more of their obligations towards the contractor.
37. As long as the ownership has not transferred to the client, they may not pledge the items or grant any rights to them to a third party.
38. The client is required to keep the items delivered under retention of title with due care and as recognizable property of the contractor.
39. The client is obliged to insure the items against fire, explosion, and water damage as well as theft for the duration of the retention of title and to present the policies of these insurances to the contractor upon first request. All claims of the client against insurers of the items under these insurances will be pledged to the contractor as soon as the contractor requests this, in the manner specified in Article 3:239 of the Civil Code, to provide additional security for the claims of the contractor against the client.
40. If the client fails to fulfill their payment obligations to the contractor or gives the contractor good reason to fear that they will fail in these obligations, the contractor is entitled to take back the items delivered under retention of title.
41. After repossession, the client will be credited for the market value, up to a maximum of the original purchase price, less costs incurred by the contractor through and for the repossession.

Nullity

42. The nullity or unenforceability of one or more clauses of the agreement does not imply the nullity or unenforceability of the rest of the agreement.
43. Parties undertake to replace the null or unenforceable clauses with a legally valid clause or clauses that will correspond with the original intention of the parties and the spirit of the agreement, or that will come as close as possible to it.

Processing of Personal Data

44. We collect and process the identity and contact details we receive from the client, pertaining to the client themselves, their staff, employees, appointees, and other useful contacts. The purposes of these processes are the execution of this agreement, customer management, accounting, and direct marketing activities such as sending promotional or commercial information.
45. The legal bases are the execution of the agreement, compliance with legal and regulatory obligations (such as the 30bis declaration of works), and/or the legitimate interest of EQS Pro-Rent. For direct marketing purposes by email (such as a newsletter or event invitations), the client also gives their explicit and free consent to our company to use their personal data.
46. The data controllers are BV EQS-PRORENT, with registered office at Veilingstraat 47 in 2320 HOOGSTRATEN and known under the company number 0724.735.203, E: info@eqs-prorent.com. The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be passed on to processors, recipients, and/or third parties insofar as this is necessary in the context of the aforementioned processing purposes. The client is responsible for the accuracy and updating of the personal data they provide to EQS Pro-Rent and undertakes to strictly comply with the provisions of the General Data Protection Regulation concerning the persons whose personal data they have provided to our company, as well as with respect to any personal data they may receive from EQS Pro-Rent and our staff, employees, and appointees.
47. The client confirms that they have been sufficiently informed about the processing of their personal data and about their rights of access, rectification, deletion, and objection. For further explanation, EQS Pro-Rent explicitly refers to the Privacy Statement, as attached as an annex to this agreement and available on the website. The client confirms that they have read this Privacy Statement and accept its content.

Express Arbitration Clause

Any dispute will be settled by the Arbitration Court designated by the Institute for Arbitration (www.euro-arbitration.org), according to the arbitration rules of the SDR (Standard Dispute Rules). This provision replaces all conflicting jurisdiction clauses. This agreement is governed by Belgian law.