General scope of the terms and conditions

<u>Article 1.</u> Upon signing an order form, quotation or agreement, the customer is deemed to have accepted these terms and conditions. These terms and conditions form an integral part of the agreement between WOODSTOXX and the customer, and shall at all times take precedence over the customer's terms and conditions. The agreement shall at all times take precedence over any plans, bills of quantity and/or specifications, unless agreed otherwise in writing between the parties. Any deviation from these terms and conditions must be made in writing, subject to the agreement of both parties.

- <u>Article 2.</u> Our quotations are valid for thirty (30) days. Prices can be updated after this period, in which case the customer will be informed. Quotations are binding only if signed and confirmed by WOODSTOXX or its authorised representative. All quotations are confidential unless they are accepted by the customer, in full and in due time.
- <u>Article 3.</u> Each signatory of an order and/or agreement commits himself/herself/itself personally and in solidarity with the natural person or legal entity (the prospective end customer) for whose benefit the order was compiled, until full payment of the principal sum, costs and interests has been effected. He/she/it will impose all obligations arising from the agreement on the prospective end customer.
- <u>Article 4.</u> Changes made to quotations are only valid if accepted in writing by WOODSTOXX. The possible nullity or invalidity of one of these terms and conditions does not affect the validity of any of the other terms and conditions or the agreement.
- <u>Article 5.</u> Order forms shall always be drawn up in duplicate, of which an original copy is given to the customer.
- <u>Article 6.</u> If the agreement is concluded by several parties, all parties signing the order are jointly and severally liable for the execution and payment of the works.
- <u>Article 7.</u> WOODSTOXX may amend the present general terms and conditions at any time, and such amended terms and conditions will become applicable thirty (30) calendar days after the customer has been provided with the new version. Failure to exercise a right by WOODSTOXX will in no case be considered as a waiver of any right, considering that such a waiver must be confirmed expressly in writing.

Obligations on the part of the customer

- <u>Article 8.</u> The customer must provide all necessary information with regard to the site where the works are to be performed, and indicate this on the plans or by means of signs. Under no circumstances can WOODSTOXX be held liable for damage to manholes or pipes on, in, or under the ground, walls or ceilings, if the information on the plans is incorrect or if the exact location indicated by the customer proves to be incorrect.
- <u>Article 9.</u> The customer shall provide a parking space for a van and a trailer, either on private property or on public roads, in which the customer is responsible for reserving a minimum of three parking spaces and applying for the necessary permits and signs for these parking spaces for the entire duration of the works.
- Article 10. WOODSTOXX expects to be able to perform its activities at an accessible, vacuumed and tidy construction site. If this is not the case, any work needed to be performed to attain such conditions will be charged as additional works on a cost-plus basis. The customer will be responsible for moving any furniture out of the way, even if WOODSTOXX is hired by the

customer to do so. Any old floor coverings must be completely removed, unless agreed otherwise.

<u>Article 11.</u> Electricity, water, heating, sanitary facilities and a goods lift must be available at the site. The cost of any electricity consumed shall be borne by the customer, unless agreed otherwise.

<u>Article 12.</u> In principle, the work will only be started if the above conditions are met and if the construction site is in the following condition:

- Rooms in which hardwood floors are to be installed must be adequately heated and ventilated.
- A guaranteed indoor temperature of between 15 and 22 degrees Celsius is required for the entire duration of the works and the humidity must be between 45 and 65 per cent. These conditions should also be guaranteed when the installation has been completed to quarantee the proper condition of the wood.
- The construction site must be accessible exclusively to WOODSTOXX staff or other employees of WOODSTOXX, such as project managers and commercial or technical consultants, for the duration of the work. The possibility of any other contractors or subcontractors working in the premises where the work is being carried out must be precluded.

<u>Article 12.</u> The customer must take out whatever insurance is legally required for the construction site. Any excess, regardless to which insurance this applies, is at the expense of the customer. If desired, the customer can take out special all-risk insurance for construction sites and will inform WOODSTOXX of this, if applicable.

<u>Article 13.</u> The customer is responsible for ensuring that the site is properly locked up and will also be held liable in the event of theft. If necessary, the customer can take out insurance for this. Otherwise the customer will be required to assume personal responsibility for any loss or damage suffered by WOODSTOXX as a result of theft or burglary on the site.

Article 14. The customer will be solely responsible for procuring the necessary permits or other authorisations. This means that the customer will be required to apply for the necessary permit for the installation of scaffolding or aerial work platforms on the site, if the nature of the works or the location of the site deems this necessary for the execution of the work. This will apply for the entire duration of the works. WOODSTOXX will always assume that all the necessary permits have been obtained. The customer releases WOODSTOXX from its obligation with regard to inspection and information in this respect.

<u>Article 15.</u> The customer will be responsible at all times for taking safety measures and ensuring the availability of collective protective equipment. If these are not present, WOODSTOXX shall be entitled to take the initiative to ensure compliance with this provision, without prior notice and at the expense of the customer.

Article 16. In the event of demolition works and safety set-ups, WOODSTOXX cannot be held responsible for any damage to supply and discharge pipes, underlying pipes and/or items that are part of the existing structures. Work in violation of asbestos legislation will always fall under the responsibility of the customer and will never be performed at the expense of WOODSTOXX. Therefore, any fines or penalties relating to these works cannot be recovered from WOODSTOXX, but are always for the account of the customer, who must ascertain whether or not asbestos particles are present in the surfaces to be treated before commissioning any works to be carried out on these surfaces.

Subcontracting

<u>Article 17.</u> WOODSTOXX reserves the right to subcontract all or part of the work. The customer shall undertake to refrain from giving any direct orders to subcontractors subject to WOODSTOXX's prior consultation. WOODSTOXX cannot be held liable for any deliberate or gross errors committed by a subcontractor during the execution of those works for which WOODSTOXX acts as the principal contractor.

Scope of the order

<u>Article 18.</u> Any additional work will always be charged to the customer on a cost plus basis, on top of the costs for the materials used.

Article 19. In the absence of a written order, such additional works are deemed to have been ordered as if they were commenced upon without any objection from the customer. If the customer is a consumer, additional work may only be carried out after the customer has agreed to WOODSTOXX's price proposal in writing. Should the customer – who is a consumer – fail to respond to this within 48 hours, the customer is deemed to irrevocably agree to the price proposal.

<u>Article 20.</u> If the customer cancels part of the works, in application of Article 1794 of the Civil Code, WOODSTOXX shall be entitled to irreducible compensation to the amount of the costs and charges already incurred and the works already carried out, together with the costs of the materials and supplies already delivered, plus an amount equal to 30% of the value of the contract reduction excluding VAT.

<u>Article 21.</u> Additional works can be proven by all legal means. The customer undertakes to inform WOODSTOXX in writing of any change, addition or omission relating to the work described in the quotation, subject to acceptance by WOODSTOXX. In the absence of written communication from the customer, it can be assumed that these works were carried out in accordance with the customer's verbal instructions, unless the customer is a consumer.

Price

Article 22. We have the right to adjust our prices subject to any changes in the price of materials, social security charges or wages after the conclusion of the contract and prior to its execution. If the customer is a consumer, WOODSTOXX will notify the consumer of such a price change in writing fifteen (15) calendar days before the change is taken into effect. The customer – who is a consumer – will have the opportunity to terminate the agreement, free of charge, for the duration of the fifteen (15) days referred to above.

Article 23. The price must be paid in accordance with the advance invoices, interim invoice(s), and the final invoice. In the event of non-compliance with a payment obligation, the execution period will be extended by the same number of days, or WOODSTOXX reserves the right to dissolve the agreement on its own authority and to the detriment of the customer, without prior notice of default or judicial intervention being required.

Article 24. The quantities specified are calculated on the basis of the information available upon the compilation of the agreement. If a difference is discovered in the final measurement, this will give rise to a settlement. The prices shown are calculated on the basis of the tax system applicable on the quotation date and/or date of order. Any introduction of new taxes, levies and fees or the increase of existing taxes, levies and fees after the quotation date and/or date of the order or agreement, which has an effect on the goods or services in question, will give rise to a settlement. Article 25. If the work is charged on a cost plus basis, working hours will be calculated at WOODSTOXX's customary hourly rate from the moment on which the employee departs from the studio to his/her arrival at the site or workshop of the relevant subcontractor. WOODSTOXX also

applies a fee for loading and unloading materials, as well as for procuring new materials. Travel costs are charged at the customary rate. These works can be invoiced on a weekly basis.

Invoicing and overdue payment

<u>Article 26.</u> WOODSTOXX has the right to issue invoices exclusively electronically. The customer has the right to ask WOODSTOXX in writing for a paper invoice. WOODSTOXX shall make its electronic invoices available to the customer by email. WOODSTOXX guarantees the authenticity of the origin and integrity of the electronic invoices issued, as well as their legibility. The customer expressly accepts the evidentiary value of these invoices.

<u>Article 27.</u> WOODSTOXX's invoices are payable at its office, in cash and no later than thirty (30) days after the invoice date. Advance invoices are payable in cash, unless agreed otherwise.

<u>Article 28.</u> If a progress report is drawn up to maintain a record of the progress of the works, a maximum period of approval or rejection of seven (7) days applies.

<u>Article 29.</u> If the installation is carried out by WOODSTOXX, the following payment instalments shall be observed: an initial advance invoice – to be paid in cash – of 40% upon acceptance of the order or the signing of the quotation or order form, a second advance invoice – to be paid in cash – of 40% due one week before the commencement of the works, to be paid in cash, a final invoice for the remaining amount to be paid upon completion of the works.

<u>Article 30.</u> All contestations relating to an invoice must be made within eight (8) calendar days of receipt of the invoice by registered letter, failing which the invoice shall be deemed to have been definitively accepted.

Article 31. Any debt owed by a customer that remains unpaid on the due date shall, by operation of law and without any notice of default or any other formality being required, bear interest equal to the legal interest rate increased by 7.75% from the due date until the day of full payment, as well as a fixed compensation of 10% to which a minimum of EUR 125 and a maximum of EUR 1,875.00 on the principal amount due applies, by way of a lump-sum compensation for loss or damage and even in the event that grace periods or payment in instalments were granted. This compensation for loss or damages shall be charged in addition to the interest on arrears. Collection costs are not included in this lump-sum amount.

Article 32. In the event of late payment of an invoice, any other claims on the customer that have not yet matured shall become due and payable, by operation of law and without any prior notice of default required. Insofar as WOODSTOXX would allow payment in instalments, the outstanding amount shall become immediately due and payable in full from the moment that the customer fails to make payment, whether in full or in part, within the agreed deadlines.

Article 33. In the event of non-payment of one of its invoices, WOODSTOXX shall be entitled, following a prior written notice of default to which no response has been received for eight (8) calendar days, to suspend the execution of all existing orders, without any entitlement on the part of the customer to claim any compensation due to delay.

Article 34. Set-off on the part of the customer is expressly excluded. WOODSTOXX is entitled to set off all claims against the customer or companies affiliated with the customer against any outstanding debts of whatever nature, irrespective of whether these debts are certain, due or of a fixed amount. This provision and this possibility are also valid and contestable in the event of insolvency, dissolution, judicial reorganisation or bankruptcy on the part of the customer.

Article 35. VAT and all other taxes, duties, levies or costs shall always be borne by the customer. If the VAT rate is increased before the outstanding balance is invoiced, this increase will be passed on to the customer, even if a price including VAT has been agreed upon.

Samples and materials

<u>Article 36.</u> All samples, colours and materials made available are purely indicative and non-binding. There may be deviations in colour, size and texture between the samples provided and the goods delivered. These are considered normal. The same applies to additional or subsequent orders. Deviations such as this cannot give rise to complaints, refusal, a return of the goods or any form of compensation whatsoever.

<u>Article 37.</u> None of WOODSTOXX's calculations, samples, models, drawings and study plans may be copied or provided to third parties without our explicit written consent. They remain WOODSTOXX's property and must be returned to WOODSTOXX in good condition.

<u>Article 38.</u> All goods that were delivered remain the property of WOODSTOXX until payment has been made in full.

Terms

<u>Article 39.</u> Unless indicated otherwise, execution times are only provided by way of approximation. Given the above, any delay in execution can never give rise to compensation or termination of the agreement by the customer.

Article 40. In the event that a change is made to an order, this means that the execution period agreed upon will no longer apply and that this may give rise to a surcharge. If the execution of the works is foreseen within a certain period of time (e.g. within three (3) months) then this period will only commence following the issuing of a complete and final order. If, on the agreed date, it is not possible to proceed with the installation of the goods due to a fault on the part of the customer (e.g. because the site has not been prepared properly, see below), the customer will owe WOODSTOXX compensation equal to the costs incurred, and additionally the cost of travel, rental material and equipment, and labour.

Article 41. If WOODSTOXX is confronted with circumstances that render the performance of the agreement financially or otherwise more difficult than can reasonably be expected, this will be regarded as a case of force majeure, which shall include but will not be limited to the following circumstances: a total or partial strike or interruption of work by personnel of WOODSTOXX or of its suppliers, subcontractors or carriers due to a labour or other strike, a lock-out, an epidemic, a war, a requisition, a fire, a flood, a production accident, the breakage of machinery or tools, or a lack of raw materials. These circumstances give WOODSTOXX the right to apply for the revision or dissolution of the contract. If circumstances result in an interruption of the works due to force majeure, the anticipated execution term will be extended, by operation of law and without any compensation being owed, for the duration of the interruption, increased by the time needed to restart the site. WOODSTOXX shall be held to maintain adequate communication with the customer for the duration of these circumstances.

<u>Article 42.</u> If the customer wishes the works to be completed sooner than within the execution period initially foreseen, any additional costs resulting from this shall be borne entirely by the customer.

Terms and conditions with regard to installation

<u>Article 43.</u> WOODSTOXX undertakes to carry out its activities in accordance with the requirements of good craftsmanship, with due observance of the necessary precautions (measurements, etc.), as befits a responsible contractor. Unless explicitly agreed otherwise in writing, the contractual obligations of WOODSTOXX and its affiliated companies, contractors and subcontractors are always best efforts obligations. WOODSTOXX can never be held liable if it cannot be blamed for any faults in the execution of its agreements.

<u>Article 44.</u> The temperature on the site may not be lower than 15°C or higher than 22°C while the work is being performed

Article 45. Paintwork can only commence after WOODSTOXX has carried out the necessary work.

WOODSTOXX declares that it cannot be held responsible for consequential damage if the paintwork has already been carried out.

Completion of the works and liability

<u>Article 46.</u> WOODSTOXX has the right to request proof of delivery in writing after the execution of the works. The customer is presumed to accept the works if he/she/it fails to respond to the written request of WOODSTOXX, or if he/she/it has not appeared on the proposed date or a second date proposed by WOODSTOXX within two (2) weeks after the first date. One of the three times mentioned above is equated with the delivery of the works. WOODSTOXX must be notified of any refusal by the customer to proceed with delivery by registered letter, which shall include a statement of the reasons.

<u>Article 47.</u> If the customer signs the delivery report, the works will be deemed to have been accepted at that point in time when the customer has provided his/her/its signature.

<u>Article 48.</u> It shall be tacitly presumed that the customer has accepted the works as soon as he/she/it occupies the building or takes it into commission. This point in time is therefore equated with the sole and final acceptance of the works. This presumption can be rebutted by the customer within seven (7) days after the building has been taken into commission, by registered letter.

<u>Article 49.</u> In all cases, unconditional settlement of the progress reports, advance payments, invoices or other cost items without any reasonable objection, in accordance with the provisions set out in these terms and conditions, shall be regarded as the final and irrevocable acceptance of the works specified or included therein.

<u>Article 50.</u> In any case, the invoice for the remaining balance shall fall due within eight (8) days after completion of the works.

<u>Article 51.</u> Differences in colour, texture and shape are always considered visible defects. The delivery covers all visible defects and any non-conformities.

Article 52. WOODSTOXX can no longer be held liable for visible defects once the works have been accepted. Any liability claim for slightly hidden defects attributable to WOODSTOXX which do not affect the stability of the building must be issued within six (6) months of the discovery of the defect. Such a claim shall in all cases lapse three (3) years from the date of delivery.

Article 53. The following are not considered visible or hidden defects:

<u>Article 54.</u> Slight differences in colour or texture or discolouration of the wood or the finish due to faulty climatic conditions in the interior of the building: the humidity level must be between 45 and 65% and the temperature between 15°C and 22°C.

<u>Article 55.</u> Fine cracks on the surface of paved or tiled outdoor areas and cladding due to adverse weather conditions. Varying lengths in the wood supplied (the greatest length is always stated on WOODSTOXX's specifications).

<u>Article 56.</u> The occurrence of colour differences, the occurrence of openings and/or open joints, surface variations, delaminations, loose boards, deformations caused by inadequate climatic conditions or wear and tear of the floor are not covered by the guarantee.

Article 57. Complaints relating to the products supplied by WOODSTOXX are inadmissible if the finished floorboards were not treated with the maintenance products proposed by WOODSTOXX and if the maintenance plan imposed by WOODSTOXX, as stated on the website www.woodstoxx.be, was not followed correctly. Customers must be able to provide proof of proper maintenance by means of receipts and WOODSTOXX's proposed maintenance products.

<u>Article 58.</u> Without prejudice to the other provisions under these general terms and conditions, liability with regard to the any products that were already delivered and used (i.e. not installed by WOODSTOXX) is limited to the warranty provided by the manufacturer.

<u>Article 59.</u> However, the guarantee does not cover a deliberate error on the part of the customer or its employees; the improper use or handling of products or materials; damage caused by force majeure; damage caused by frost and moisture, etc.

<u>Article 60.</u> WOODSTOXX shall not be bound by any warranty other than the replacement of the goods. The liability of WOODSTOXX shall be limited to the repair or replacement of defective materials or materials that were defectively installed, within a reasonable period of time and in consultation with the customer.

<u>Article 61.</u> Natural deformations of the wood, of whatever nature, cannot give rise to a complaint on the part of the customer or non-payment of the invoice by the customer.

<u>Article 62.</u> The liability does not apply if the damage can be attributed to an accident, improper use, inadequate maintenance or warping of the subfloor, unless agreed otherwise in writing.

<u>Article 63.</u> Complaints resulting from the careless or ill-considered use of the goods by the customer are inadmissible.

Article 64. WOODSTOXX cannot be held liable for excessive nuisance caused to the neighbours of the construction site if the ensuing loss or damage is the unavoidable consequence of the execution of the works and cannot be attributed to a fault on the part of WOODSTOXX. WOODSTOXX is therefore not liable for any nuisance inadvertently caused to the customer's neighbours. The customer is liable for this loss or damage vis-à-vis third parties and cannot exercise any recourse against WOODSTOXX on account of this.

<u>Article 65.</u> In the event that any single provision is deemed null or void in the current general terms and conditions this shall not in any way detract from the validity of the remaining provisions.

Notice period

<u>Article 66.</u> If the customer terminates the agreement entered into, either before or during the execution of the works, he/she/it shall, in accordance with Article 1794 of the Civil Code, always be obliged to pay an irreducible compensation equal to the costs and charges already incurred, the works already carried out, together with the materials and supplies already delivered, plus an amount equal to 30 % of the total contract sum excluding VAT. This clause is not an indemnity clause. The compensation to be paid shall be the countervalue of the exercise of the power of termination and the loss of profit.

Rescision

<u>Article 67.</u> WOODSTOXX may, following prior written notice of default, dissolve the agreement at its own discretion and without prior judicial intervention should the customer be in default, without prejudice to WOODSTOXX's right to compensation for the actual loss or damage suffered.

Article 68. If, at any time, WOODSTOXX has doubts concerning the customer's creditworthiness, on account of any acts of judicial or other execution against the customer, in the event of non-payment or late payment of one or more invoices, in the event of judicial reorganisation and/or any other demonstrable event which will or may affect WOODSTOXX's confidence in the proper performance of the obligations entered into by the customer, WOODSTOXX expressly reserves the right to suspend deliveries, to demand prior payment from the customer for deliveries yet to be preformed and/or to request other securities or guarantees, even if the goods have already been dispatched, whether in whole or in part, or the services have already been carried out in part.

Article 69. WOODSTOXX is entitled to terminate the contract entered into with the customer at any time, with immediate effect and without prior notice of default being required, and without payment of any compensation by WOODSTOXX in the following cases: (i) in the event of a suspension of payment or a judicial reorganisation and/or bankruptcy of the customer (or the application for or writ of summons leading to such a judicial reorganisation and/or bankruptcy), (ii) the winding up of the customer's business (or a decision or writ of summons leading to this winding up), (iii) the cessation of the customer's activities (whether in full or in part), (iv) the protective or executive attachment of the customer's assets, in full or in part, and/or (v) if the customer, pursuant to the provisions under of Article 17, refuses to make a prior payment and/or to provide other securities requested by WOODSTOXX. In such a case, the customer shall at all times be liable, by operation of law and without prior notice of default required, to pay a lump-sum compensation for loss or damages amounting to ten (10) per cent of the price of the order, without prejudice to the right of WOODSTOXX to claim higher damages if the damage actually suffered is greater.

Article 70. If the amount that the customer owes WOODSTOXX, being the unpaid invoices and the value of the orders still to be fulfilled, exceeds the limit for outstanding invoices determined for the customer by WOODSTOXX or its credit insurer, WOODSTOXX is entitled to suspend all its obligations vis-à-vis the customer with immediate effect until the amount owed by the customer once again falls below the limit referred to above.

Article 71. The customer pledges all present and future claims he/she/it has vis-à-vis third parties in favour of WOODSTOXX, which will be accepted by WOODSTOXX, as security for the agreement(s) to which these general terms and conditions are attached. The maximum amount to which the claims apply as security is equal to the principal amount of the agreement(s) to which these general terms and conditions apply, to be increased with the accessories such as the interest, the damage clauses and the costs of enforcement. The pledge will only be executed to be restricted to the amounts due and payable on the day on which notification is made with regard to the enforcement of the pledge pursuant to the agreement(s) to which these general terms and conditions are attached.

Article 72. In the event of force majeure on the part of WOODSTOXX, WOODSTOXX's obligations vis-à-vis the customer shall be suspended for the duration of the force majeure situation. Force majeure is understood to mean (i) the unforeseeable or foreseeable circumstances owing to which the performance of the agreement is impeded, whether in whole or in part, temporarily or otherwise, or (ii) in the event of the following: war, terror, terrorist threats, riots, disturbances, quarantine, general or partial strikes, lock-out, fire, operating accidents, machine breakdowns, lack of transport, shortage of equipment and/or raw materials, frost, epidemics, decisions or interventions by the government, fuel shortages, energy shortages, force majeure on the part of a supplier or subcontractor and errors or delays attributable to third parties. If the force majeure situation lasts longer than two (2) months, WOODSTOXX is entitled to terminate the agreement without judicial intervention and without being held liable to pay damages. In the event of force majeure, WOODSTOXX may, at its discretion, decide on the allocation and distribution of the available goods to its customers, in which case the customer shall not be entitled to claim any compensation from WOODSTOXX in such a situation, nor shall it be entitled to dissolve the contract for that reason.

Retention of title

<u>Article 73.</u> All goods, materials and equipment delivered to the customer, and additionally all work performed, shall remain the property of WOODSTOXX until the customer has made full payment of the amounts due, for whatever reason. As long as payment has not been made in full, the customer cannot resell the goods or use them as security. If the customer fails to pay for the delivered goods by the due date or fails to make payment correctly, WOODSTOXX may immediately recover all the goods without judicial intervention or any further notice of default being required. The customer must make these goods available without delay at the registered office of WOODSTOXX.

<u>Article 74.</u> Following termination of the contract by the customer, any advance payments made to WOODSTOXX will remain with WOODSTOXX.

Publicity

<u>Article 75.</u> The customer authorises WOODSTOXX to place one or more publicity panels on his/her/its construction site and to make use of photographs and drawings relating to the site, albeit without mentioning the customer's name or address.

Intellectual property rights - confidentiality

<u>Article 76.</u> All copyrights, trademarks, domain names, patents and patent applications and other intellectual property rights relating to the goods and services provided are vested in WOODSTOXX and shall neither be transferred nor licensed to the customer. The customer undertakes to neither violate WOODSTOXX's intellectual property rights nor take any other action that could affect or negatively impact the intellectual property rights or their value in any way. The customer will inform WOODSTOXX immediately if he/she/it becomes aware of an infringement (or imminent infringement) of WOODSTOXX's intellectual property rights.

Article 77. The customer shall observe due confidentiality in regard of all data and information received from WOODSTOXX which the customer knows or should reasonably know to be confidential (hereinafter referred to as "Confidential Information") and shall use this exclusively for the purposes of the performance of the agreement, as long as the Confidential Information retains its confidential nature. The customer shall use the Confidential Information exclusively for the purpose for which it was provided. The customer acknowledges that all information relating to the goods and services it was provided by WOODSTOXX (subject to proof to the contrary) shall be deemed the Confidential Information and company secrets of WOODSTOXX.

Customer data protection

Article 78. WOODSTOXX collects and processes the identity and contact details it receives from the customer and that relate to the customer as well as his/her/its staff, personnel, employees and other useful contact persons. The purposes for this processing are the execution of this agreement, customer management, bookkeeping, and direct marketing activities such as sending promotional or commercial information. The legal grounds are the execution of the agreement, the fulfilment of legal and regulatory obligations (such as the 30bis declaration of works) and/or the justified interests of WOODSTOXX. The customer shall also give its explicit and free consent to WOODSTOXX to use his/her/its personal data for direct marketing purposes by email (such as a newsletter or invitations to events). The data controller is WOODSTOXX, Hogeweg 245, 8930, having company number 887.365.995. The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be disclosed to processors, recipients and/or third parties to the extent to which this is necessary for the aforementioned processing operations. The customer is responsible for the correctness of the personal data submitted to WOODSTOXX, and for updating this, and undertakes to comply strictly with the provisions of the General Data Protection Regulation with regard to the persons whose personal data was submitted to WOODSTOXX, and additionally with regard to all possible personal data it may receive from WOODSTOXX and its staff, personnel or employees. The customer shall confirm that it was adequately informed about the processing of its personal data and about its rights in regard of accessing, editing, deletion and objection. For the sake of completeness,

WOODSTOXX refers explicitly to the Data Protection Notice, which can be consulted on the WOODSTOXX website. The customer confirms that it is aware of this Data Protection Notice and accepts its contents.

Applicable law and competent courts

<u>Article 79.</u> If one or several clauses of these general terms and conditions were to be declared null and void or unenforceable (in whole or in part), this shall not affect the validity and enforceability of the other clauses or that part of the clause in question which is not null and void or unenforceable. In such a case, the parties will negotiate in good faith with a view to replacing the unenforceable or conflicting provision with an enforceable and legally valid provision that resembles the original provision as closely as possible in terms of purpose and intent.

<u>Article 80.</u> This agreement is governed by Belgian law. Any dispute relating to the conclusion, validity, interpretation or execution of these terms and conditions, as well as any other dispute relating to or connected with this agreement, shall fall within the exclusive jurisdiction of the courts of the district of WEST FLANDERS, KORTRIJK Division and the Peace Court of the Court district of MENEN.

By signing these terms and conditions, the customer explicitly declares that he/she/it accepts the terms and conditions of WOODSTOXX and that they form an integral part of the agreement.

WOODSTOXX THE CUSTOMER