

BM ENGINEERING GROUP TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing, all our services are provided under the terms and conditions set out below. These terms are therefore an integral part of our contracts. Our clients may under no circumstances invoke their own general purchase and/or procurement conditions against us. In these terms, "RI" refers to the "Consulting Engineers".

Article 1 GENERAL TERMS

- 1.1 The project language for documents/calculations/plans is Dutch.
- 1.2 Calculation notes are only provided if explicitly agreed upon in advance and only at the request of a recognized inspection body. No calculation notes will be provided to other engineering firms.
- 1.3 Unless explicitly stated otherwise, the following are not included in our assignment:
 - Permanent site supervision, control and/or monitoring of general works.
 - Major changes.
 - Adjustments not initially foreseen (splitting of files, modifications, re-tendering unless due to an error or shortcoming by RI, changes due to modifications by buyers, users, or tenants).
 - Final detailed guidance of technical systems for the sale of apartments to end customers is not part of the technical study and may be subject to additional charges.
 - The study of prefabricated elements is not part of the structural study. This is done by the manufacturer and submitted to us for approval.
 - Production drawings of prefabricated concrete elements and steel structures are reviewed by us from a structural perspective. The review of dimensions and connection calculations is outside our responsibility.
 - Review and approval of calculation notes, materials, execution details, and technical sheets for items not included in the structural or technical study.
- 1.4 RI delivers the final file in digital form (PDF format) and, upon request, in 3 paper copies. Additional copies will be charged. The CLIENT acknowledges being informed that RI is under no obligation to provide plans in the digital source format (rvt/dwg). The BIM model is only made available in IFC format. Providing the source BIM model or organizing BIM collaboration is not included in this proposal.
- 1.5 When RI prepares a cost estimate, it may only be used after RI has been informed in advance and has agreed to the specific purpose of the estimate. A discrepancy between the estimate and the actual cost can under no circumstances be considered an error on the part of RI.
- 1.6 When the RI makes its Revit or IFC model available, it is always an internal working document that has not been created for the purpose of sharing with external parties. The model does not comply with any specifications and is therefore only informative, unless otherwise agreed in advance. It is also not permitted to distribute the Revit or IFC model made available by the RI without the written consent of the RI.
- 1.7 The client shall provide all necessary resources and make all required decisions to ensure uninterrupted progress of the works within the shortest possible execution period.
- 1.8 The fixed fee is based on project execution within 2 years from the date of the offer. If the works are delayed beyond this period, the remaining fees will be revised based on the Agoria Reference Wage Cost Index Digital for Joint Committee 200, starting from the index of the month preceding the offer or resulting contract.
- 1.9 The validity of an offer is 2 months from the date of issuance.

Article 2 PAYMENT TERMS

- 2.1 Invoices are payable net, without discount, at the registered office address, within thirty days of the invoice date. Any amount unpaid by the due date shall automatically and without prior notice incur interest based on the law on combating late payment in commercial transactions, increased by 3%, and a fixed surcharge of 10% of the outstanding balance of the fee note, with a minimum of EUR 100.
- 2.2 After formal notice by registered letter from RI, the amounts due will be increased by 10%, with a minimum of €2,500 as a penalty clause, without prejudice to all other costs. Granting a grace period does not affect this penalty clause.
- 2.3 Non-payment of an invoice on its due date renders the outstanding balance of all other invoices immediately due and payable, regardless of any previously agreed payment terms and without prior notice.
- 2.4 A disputed fee note must be communicated to RI by registered letter within eight days, stating the reason for the dispute.
- 2.5 Any dispute arising between the parties regarding the interpretation or execution of these general terms and conditions shall be submitted to the courts of the district where RI's registered office is located.
- 2.6 The nullity of any provision of these general terms and conditions does not imply the nullity of the entire set of terms and conditions.
- 2.7 Fixed fees are not subject to revision for 2 years from the date of the offer. After that period, any outstanding fees will be indexed at the time of invoicing.

Article 3 LIABILITY

- 3.1 The contractual and ten-year professional liability of RI is determined by applicable laws, unless otherwise contractually agreed. The ten-year liability of RI commences upon provisional acceptance of the works included in their assignment.
- 3.2 Liability for minor hidden defects not covered by Articles 1792 and 2270 of the Civil Code is contractually limited to a period of 1 year after provisional acceptance. Any legal action in this regard is only admissible if initiated within six months from the date the CLIENT became or should have become aware of the defect.
- 3.3 The CLIENT accepts that RI can never be jointly liable with other construction partners for whom they have no obligations towards the CLIENT for damages resulting from defects not covered by Articles 1792 and 2270 of the Civil Code. The CLIENT shall only hold RI liable for their respective share in the damage.
- 3.4 RI cannot be held liable, even secondarily, for hidden defects in materials or components and the processing imposed by the supplier or manufacturer.

Article 4 HOURLY RATE ASSIGNMENTS

- 4.1 In the case of an hourly rate assignment, the parties agree that the engineering firm will carry out work in accordance with the client's instructions, without a predetermined total price. Payment will be based on the actual number of hours worked.
- 4.2 The time-and-materials rates applicable to an assignment are those agreed between the parties in the quotation. These rates remain valid for a period of two (2) years from the date of the quotation. For work carried out after the expiry of this period, the agreed time-and-materials rates shall be automatically indexed in accordance with clause 1.8 of these general terms and conditions. The indexed rates shall be deemed to apply by operation of law, without the need for separate notification.