

1. GENERAL DETAILS ABOUT THE COMPANY AND DEFINITIONS

- 1.1. The company: Name: BV the company trading under the names STRIDE EUROPE and PERFORM BETTER
Legal form: Besloten vennootschap [private limited liability company]
Company registration number: 0547.999.322
Tel.: +32 (0)9/274.25.56
Email: hello@strideeurope.com
Registered office: Industriepark-Zwijnaarde 2, 9052 Zwijnaarde
The company is not subject to any licensing regime and supervisory authority, does not practice a regulated profession, is not subject to any special code of conduct, is not subject to any out-of-court dispute resolution and is not part of multidisciplinary activities and/or multidisciplinary partnerships.
- 1.2. Customer: Any natural or legal person with whom the company concludes an agreement.
- 1.3. Consumer: Any natural person acting for purposes outside his or her trade, business, craft or profession.
- 1.4. Act on combating late payment in commercial transactions: Act of 2 August 2002 on combating late payment in commercial transactions (Belgian Official Journal 07/08/2002)

2. APPLICABLE TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to all quotations, orders, agreements and deliveries, unless both parties expressly agree otherwise in writing. These General Terms and Conditions form an integral part of the quotation and/or contract.
- 2.2. Except by express written agreement to the contrary, the mutual rights and obligations of the parties are governed exclusively by these General Terms and Conditions.
- 2.3. The company expressly rejects any General Terms and Conditions that may appear in the customer's documents.
- 2.4. These General Terms and Conditions may be supplemented by Special Terms and Conditions, which shall be stated in the quotation.

3. QUOTATIONS

- 3.1. A quotation from the company is entirely without obligation and is to be regarded merely as an invitation to the customer to place an order.
- 3.2. The price, description of services to be provided and/or goods to be delivered and quantities mentioned in the quotation are purely indicative. Unless otherwise specified, the quantities in the quotation are always presumptive and the actual quantities fulfilled shall be measured and invoiced.
- 3.3. The period of validity of quotations is as stated therein. If the quotation does not specify a period of validity, it shall be 1 month.
- 3.4. If the quotation is based on information provided by the customer, the customer alone shall guarantee the accuracy and completeness of the information provided.

4. ESTABLISHMENT OF THE AGREEMENT

- 4.1. The agreement is established only after the order form or quotation is signed both by the customer and by a person authorised to commit the company.
- 4.2. The agreement is also established by the company starting to execute the agreement.
- 4.3. If the agreement is concluded with several customers, each customer is jointly and severally liable for the obligations of the agreement.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. When ordering, the customer undertakes to provide the company with all the necessary information so that performance of the services and/or delivery of the goods might be possible.
- 5.2. Under no circumstances can the company be held liable if the order cannot be executed or not on time or the goods cannot be delivered or not on time because the customer does not provide all necessary information.
- 5.3. The customer must also enable the execution of the agreement and take all necessary measures to this end.
- 5.4. The obligations of the company are suspended as long as the customer does not fulfil its obligation to enable the execution of the agreement.
- 5.5. The customer is solely responsible for obtaining the necessary permits, consents and rights required for the execution of the agreement in good time. Failure to obtain the necessary permits, consents and/or rights, or to do so in good time, cannot be held against the company.
- 5.6. The customer is further solely responsible for ensuring that:
 - the fitters, as soon as they arrive at the work site, can start their work and continue it at all times without interruption;
 - the materials and floor coverings to be supplied can be applied on and against a finished, levelled and aligned structure and/or support surface. Damage to the structures to be covered, which are inherent to the fixing system chosen, can never be charged to the company;
 - the area and floors to be installed are prepared dust-free and dry so that installation can start immediately, and no nuisance can be caused that might delay installation. If this is not the case when the installation team arrives, any additional costs linked to this shall be passed on to the customer;
 - The load-bearing capacity of the walls/floors on which the materials are to be installed are as notified by the company.

6. THE PRICE

- 6.1. Orders are invoiced at the prices and conditions stated on the quotation or order form.
- 6.2. If the quantity delivered differs from the quantity ordered, the price charged shall be adjusted proportionately.
- 6.3. Unless expressly stated otherwise, prices quoted are exclusive of VAT.
- 6.4. Any tax or duty payable or to be paid on the company's prices shall always be borne by the customer.
- 6.5. Unless expressly agreed otherwise, transport costs are not included in the price.
- 6.6. The company reserves the right to increase the price if, after the order has been placed by the customer, one or more cost price factors (including, but not limited to, the price of raw materials, energy and labour costs) has undergone an increase, even if this is due to foreseeable circumstances. The price shall be increased in direct proportion to the increase in the relevant cost factor(s).

7. DELIVERY

- 7.1. The execution schedules and/or delivery times given by the company are purely indicative.
- 7.2. The customer is obliged to enable delivery.
- 7.3. Unless expressly agreed otherwise, the costs of delivery shall always be borne by the customer.
- 7.4. The company is always entitled to request advance payment before delivery is made.
- 7.5. Delays in the performance of the services and/or delivery of the goods cannot give rise to compensation in favor of the customer.

8. COMPLAINTS

- 8.1. Complaints relating to the services provided and/or goods delivered by the company must always be notified by the customer by registered post within 8 days of the performance of the services and/or delivery of the goods, failing which the services provided and/or goods delivered shall be deemed to have been accepted by the customer without reservation.
- 8.2. Making a complaint does not entitle the customer to suspend its payment obligation.

9. TERMS OF PAYMENT

- 9.1. Unless expressly agreed otherwise in writing, all invoices are always payable in full within the period indicated on the invoice.
- 9.2. If the invoice does not specify a payment term, it is payable within 30 days of the invoice date.
- 9.3. The company is always entitled to request prior full or partial payment before delivery is made. In that case, the company's obligation to deliver is suspended pending payment by the customer.
- 9.4. The sending of the invoice constitutes a reminder of its payment.
- 9.5. The invoice is deemed accepted by the customer in the absence of written protest by registered mail within 8 days of the invoice date. No protest can be accepted after this deadline.
- 9.6. Protesting the invoice does not relieve the customer of its obligation to pay the invoice when due.
- 9.7. In the event of non-payment on the due date of the invoice, interest on arrears shall be payable on the amount of the invoice by operation of law, without prior notice of default and notwithstanding common law. Irrespective of whether the customer is a consumer or a company, the applicable interest rate shall be 12% on an annual basis, without, however, being able to be lower than the interest rate provided for in the Act on combating late payment in commercial transactions.
- 9.8. In the event of full or partial non-payment of the invoice on the due date, by way of liquidated damages, the debt balance shall also be increased by 10% on the outstanding amount, with a minimum of EUR 125.00, all this without prejudice to the costs of reminder, collection and/or legal costs. The company also reserves the right to prove higher damages.
- 9.9. If the customer is a consumer, he or she shall be entitled to the same compensation as stipulated in Articles 9.7 and 9.8 with respect to the company in the event that the company fails to fulfil any payment obligation to the consumer on time.
- 9.10. Any partial payment by the customer shall be allocated first to costs, then to interest and only finally to the principal sum. Furthermore, any partial payment shall always be allocated to the oldest debt.
- 9.11. The non-payment on its due date of one or more invoices shall make the balance due on all other invoices, regardless of their due date, even if not past due, immediately payable in full by operation of law and without prior notice.
- 9.12. Any late payment shall automatically and without notice of default entitle the company to offset the payment(s) due against any outstanding debts that the company might have in respect of the customer.
- 9.13. In the event of non-payment of the invoice, the company reserves the right to suspend the execution of its commitments under all current agreements and to cancel any order without judicial authorization, without prior notice of default and without any right to compensation on the part of the customer.
- 9.14. If at any time doubts arise on the part of the company about the creditworthiness of the customer due, inter alia, to acts of judicial execution against the customer, in the event of non-payment or late payment of one or more invoices and/or any other demonstrable event, the company expressly reserves the right to demand advance payment for deliveries yet to be made, or

to request (other) securities, even if the services have already been provided in full or in part. If the customer refuses to comply with this request, the company reserves the right to terminate the agreement immediately, unilaterally, without judicial authorization and without any compensation in favor of the customer. In such cases, the customer shall be liable for liquidated damages of 20% calculated on the total price of the services ordered, without prejudice to the company's right to prove higher damages.

10. RETENTION OF TITLE

- 10.1. Without prejudice to the customer's risk in relation to the goods delivered, the company expressly retains title to the delivered goods until full payment of the principal, interest, costs, damages and taxes.
- 10.2. Despite this retention of title, the risks of loss or destruction of the delivered goods shall nevertheless be borne in full by the customer from the time the goods were delivered to the customer.
- 10.3. Until ownership of the goods is effectively transferred to the customer, the customer is expressly prohibited from using the delivered goods as a means of payment, pledging or encumbering them with any other security right.
- 10.4. Until such time as ownership of the goods is effectively transferred to the customer, the customer shall affix to the delivered goods a sign clearly legible indicating that the delivered goods remain the property of the company.
- 10.5. Until such time as ownership of the goods is effectively transferred to the customer, the customer undertakes to notify the company immediately by registered letter of any seizure of the goods by a third party.
- 10.6. The customer has a duty of care in respect of the goods subject to retention of title and must store and keep them in perfect condition in an appropriate and clean place in accordance with the highest standards and safety requirements prevailing in the sector.
- 10.7. If payment of the purchase price has become due and payable, the company shall be entitled and irrevocably authorised by the customer without any judicial intervention to take away the delivered goods from the customer at the customer's expense.

11. UNFORESEEN CIRCUMSTANCES

- 11.1. If the company is unable to fulfil its obligations due to force majeure or their performance becomes unreasonably onerous, it shall be entitled to suspend their performance in whole or in part and provisionally for the duration of the force majeure, or permanently, without being obliged to give any advance notice or without being liable for any compensation.
- 11.2. The following are conventionally considered cases of force majeure: war, blockade, insurrection, strike or lock-out, confiscation, non-functioning or improper functioning of the installations required for the execution of the agreement, fire, government measures, natural disasters, vandalism, shortage of means of transport, general scarcity of raw materials and/or materials, restrictions on the use of energy, and this either at the company or at one of its suppliers.

12. DRAWINGS

- 12.1. The drawings produced by the company remain its property, even if fees have been charged. The customer shall ensure that they are not copied or made available to third parties.
- 12.2. The drawings and 3D designs produced and supplied by the company have no architectural value and can under no circumstances be regarded as definitive construction plans. Consequently, they can only serve as guidelines and may be deviated from during installations if necessary.

13. INTERRUPTION OF ASSEMBLY

- 13.1. The company's prices are based on one-off delivery and continuous assembly, unless delivery and/or assembly in a specific phasing has been expressly agreed in writing. Prices are calculated on execution during normal working hours according to applicable regulatory and conventional provisions.
- 13.2. If the company cannot perform the assembly work without any interruption due to circumstances beyond its control, it reserves the right to deliver the part completed up to that point and invoice accordingly.
- 13.3. All damages and costs resulting from the interruption to the work shall be borne by the customer. Overtime and standby hours of the workforce used by the company shall be settled according to the hourly wage rates in force at the time. Lost working hours due to a power failure or other causes not attributable to the company shall be borne by the customer.

14. CHANGES TO THE ORDER

- 14.1. Even in the case of a fixed price, the changes or additional work requested by the customer and the price due for them must be able to be proved by all legal means, including presumptions or an undisputed order confirmation from the company.
- 14.2. The cancellation of all or part of the order shall entitle the company to compensation for loss of profit of 15% on the part not performed, without prejudice to the reimbursement of costs already incurred by the company. Also, the materials already ordered must be paid for by the customer to the company.
- 14.3. In the event of cancellation or termination by the customer, the advance shall be retained by the company by way of compensation, without prejudice to the aforementioned provisions.

15. LIQUIDATED DAMAGES IN CASE OF RECISSION

- 15.1. In the event of default on the part of the customer as a result of which the agreement is rescinded, the customer shall owe the company compensation, which is estimated at a flat rate of 30% of the total price of the services and/or goods ordered.
- 15.2. This is without prejudice to the right of the company to prove higher damages.
- 15.3. If the customer is a consumer, he or she shall be entitled to the same compensation as stipulated in Article 15.1 in respect of the company in the event the contract is rescinded for breach of contract by the company.

16. GUARANTEE, LIABILITY AND INSURANCE

- 16.1. The company is insured for its liability. More information about the insurer and the cover can be found on the company's website.
- 16.2. In the event that the company is liable, any liability of the company per claim shall be limited to the amount paid by the insurer under the liability insurance policy in the case in question.
- 16.3. Defects in the materials delivered are only guaranteed if they are covered by a manufacturer-supplier certificate that can be provided at the express request of the customer.
- 16.4. Any complaint must be filed within eight days of its discovery.
- 16.5. Defects resulting from faulty maintenance by the customer are excluded from the guaranteed obligation, and the same applies to damage caused by misuse, force majeure or by actions of the customer or its appointee.
- 16.6. With regard to materials, the company relied on information provided by the manufacturer or supplier regarding the behaviour and properties of those materials. The company does not accept any liability in this regard.
- 16.7. The company accepts no liability for differences in quality or colour of materials, if and insofar as such differences fall within the tolerances applied by its suppliers.
- 16.8. The company is not liable for damage to third parties. If the company is sued by third parties for any damage for which it is not liable under these provisions, the customer shall indemnify the company against all consequences.
- 16.9. The company accepts no liability for parts, such as facilities, resources, materials, auxiliary materials, machinery, scaffolding, platforms, vehicles, lifts, ladders and the like, provided by the customer itself.

17. HANDOVER

- 17.1. Immediately after completion of the delivery and installation by the company, the handover thereof shall take place.
- 17.2. Minor defects that can be repaired within 30 days of handover shall not prevent handover.
- 17.3. In case of refusal to accept handover, the customer is obliged to notify the company in writing, stating the reasons, within 5 calendar days of notification of the end of the work. Failing this, the works shall be deemed tacitly accepted.

18. PERSONAL DATA

- 18.1. The customer authorises the company to include the personal data provided by the customer in an automated database and to process them for the purpose of executing the agreement. This includes the following data: surname, first name, gender, email, mobile and/or landline telephone number, fax number, address, date of birth, profession, national registration number, company name, VAT and company number and bank account number.
- 18.2. These data shall be used for the purpose of executing the agreement concluded between the parties and for conducting information or promotional campaigns related to the goods and/or services offered by the company.
- 18.3. The customer can always request communication and correction of its data.
- 18.4. If the customer no longer wishes to receive commercial information from the company, the customer should inform the company in writing.
- 18.5. Costs for changes to the customer's original data, incurred at its request, may be charged to the customer.
- 18.6. The customer authorises the company to use visual material of the services and/or goods provided to the customer for, inter alia, general information, publication on the company's website, publication in leaflets, etc.
- 18.7. The company is responsible for personal data processing and data protection. The company can be reached via the contact details listed in Article 1.1.
- 18.8. A comprehensive version of the privacy policy can be found by the customer on the company's website.

19. NULLITY

- 19.1. The invalidity or nullity of any clause of these General Terms and Conditions shall extend only to the clause in question and shall in no way result in the invalidity or nullity of the entire agreement.
- 19.2. In the event of the invalidity or nullity of any clause of these General Terms and Conditions, the parties shall nevertheless be bound by an obligation with the same purpose, but within the limits in which such obligation is not invalid or null and void.

20. CHOICE OF LAW AND COMPETENT COURT

- 20.1. This agreement is exclusively governed by Belgian law.
- 20.2. Only the courts with jurisdiction under the law or substantive law where the company's registered office is located shall have territorial jurisdiction to hear disputes arising from the agreement.
- 20.3. However, the company shall have the right to bring the dispute before the ordinary court with territorial jurisdiction under common law.