

### 1. GENERAL INFORMATION ABOUT THE COMPANY AND DEFINITIONS

#### 1.1. The company:

- Name: B.V. Let's Do It, trading under the names STRIDE EUROPE and PERFORM BETTER
- Legal form: Private limited liability company
- Company number: 0547.999.322
- Tel.: +32 (0)9/274.25.56
- Email address: hello@strideeurope.com
- Registered office: Industriepark Zwijnaarde 2, 9052 Ghent

The company is not subject to any licensing system or supervisory authority, does not exercise a regulated profession, is not subject to a specific code of conduct, is not subject to any alternative dispute resolution mechanism, and is not part of any multidisciplinary activities and/or partnerships.

- 1.2. **Customer:** Any natural or legal person with whom the company enters into an agreement.
- 1.3. **Consumer:** Any natural person acting for purposes outside their trade, business, craft, or profession (Article I.1, first paragraph, 2° of the Code of Economic Law).
- 1.4. **Law on combating late payment in commercial transactions:** Law of 2 August 2002 on combating late payment in commercial transactions (Belgian Official Gazette 07.08.2002).

### 2. APPLICABLE CONDITIONS

- 2.1. These general terms and conditions apply to all offers, orders, agreements, and deliveries, unless both parties expressly and in writing agree otherwise. These general conditions form an integral part of the offer and/or contract.
- 2.2. Except in the case of an 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 conditions appearing in the customer's documents.
- 2.4. These general conditions may be supplemented by special conditions mentioned in the offer. In the event of a conflict, the special conditions prevail over the general ones.

### 3. QUOTATIONS

- 3.1. An quotation from the company is entirely without obligation and should only be regarded as an invitation for the customer to place an order.
- 3.2. The price, description of the services and/or goods to be delivered, and quantities stated in the quotation are purely indicative. Unless otherwise stated, the quantities in the quotation are always estimated, and the actual executed quantities will be measured and invoiced accordingly.
- 3.3. The validity period of quotation is as stated therein. If no validity period is mentioned, it is 1 month.
- 3.4. If the quotation is based on information provided by the customer, only the customer is responsible for the accuracy and completeness of that information.

### 4. FORMATION OF THE AGREEMENT

- 4.1. The agreement is only concluded once the order form or quotation has been signed by both the customer and a person authorized to bind the company, or once the customer gives confirmation through an electronic medium.
- 4.2. The agreement is also deemed concluded upon the commencement of its execution by the company.
- 4.3. If the agreement is concluded with multiple customers, each customer is jointly and severally liable for the obligations under the agreement.

### 5. OBLIGATIONS OF THE CUSTOMER

- 5.1. The customer undertakes to provide the company with all necessary information at the time of ordering so that the execution of services and/or delivery of goods is possible, and is responsible for the accuracy and completeness of such information.
- 5.2. The company cannot be held liable if the assignment cannot be carried out on time or goods cannot be delivered on time because the customer has not provided the 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 fulfill their obligation to enable execution of the agreement or fails to pay the invoice.
- 5.5. The customer is solely responsible for obtaining the necessary permits, consents, and rights required for the execution of the agreement in a timely manner. The company cannot be held liable for the absence or delay in obtaining such permits or consents.
- 5.6. The customer is further solely responsible for ensuring that:
1. Installers can start their work immediately upon arrival at the site and can continue without interruption;
  2. The materials and floor coverings can be applied to or against a prepared, aligned, and levelled structure and/or substrate. Damage to structures being covered, which are inherent to the chosen fastening system, can never be charged to the company;
  3. The space and floors to be installed are prepared to be dust-free and dry, so installation can begin immediately and without delays. If this is not the case upon arrival of the installation team, any additional costs incurred will be invoiced to the customer;
  4. The load-bearing capacity of the walls/floors to which materials will be applied corresponds to what was communicated by the company.

### 6. THE PRICE

- 6.1. Orders are invoiced at the prices and conditions stated on the quotation or sales

order.

- 6.2. If the delivered quantity deviates from the ordered quantity, the invoiced price will be adjusted proportionally.
- 6.3. The stated prices are exclusive of VAT, unless expressly stated otherwise.
- 6.4. Any taxes or duties payable on the company's prices are always borne by the customer.
- 6.5. Transport/delivery costs are not included in the price, unless expressly agreed otherwise.
- 6.6. The company reserves the right to increase the price if, after the customer's order, one or more cost factors (including, but not limited to, the price of raw materials, energy, and labor) have increased, even if this occurs due to foreseeable circumstances. The price will be increased proportionally to the rise in the relevant cost factor(s).
- 6.7. In the case of a consumer, the price may only be revised if the prices of raw materials, wages, fuel, and energy increase or decrease by more than 10% compared to those included in the offer. The price revision for a consumer shall comply with legal limits, meaning the new price may increase or decrease by no more than 80% compared to the offer price. In the case of a price increase, the consumer will be informed in writing with justification. The consumer will then have the right to cancel the agreement free of charge within 7 calendar days of receiving the notification. The consumer commits to first negotiate the price before cancelling. If no response is received within that period, the price change is deemed accepted. The same applies in reverse: if the prices of raw materials, wages, fuel, or energy drop by more than 10%, the price will be reduced accordingly. In such a case, the consumer will be informed and retains the right to cancel under the same terms.

### 7. DELIVERY

- 7.1. The execution and/or delivery terms stated by the company are purely indicative. In the case of a consumer, agreed deadlines are binding.
- 7.2. The customer is obligated to make delivery possible.
- 7.3. Delays in the execution of services and/or delivery of goods do not entitle the customer to full or partial cancellation of the order or termination/dissolution of the agreement, nor to a price reduction or any form of compensation.

### 8. COMPLAINTS

- 8.1. Complaints concerning services and/or goods delivered by the company must always be submitted by the customer via registered letter within 8 calendar days after the execution of services and/or delivery of goods. Otherwise, the services and/or goods are deemed unconditionally accepted. For consumers, this period is extended to 15 calendar days.
- 8.2. Filing a complaint does not entitle the customer to suspend payment obligations.

### 9. PAYMENT TERMS

- 9.1. Unless otherwise expressly agreed in writing, all invoices are payable in full within the payment term stated on the invoice.
- 9.2. If no term is stated, the invoice is payable within 30 calendar days of the invoice date.
- 9.3. The company always has the right to request full or partial prepayment before proceeding with delivery. In such a case, its delivery obligation is suspended pending payment.
- 9.4. Invoices are deemed accepted unless protested by registered letter within 8 calendar days of the invoice date. For consumers, this period is extended to 15 calendar days.
- 9.5. Protesting an invoice does not relieve the customer from paying it by the due date.
- 9.6. In case of non-payment on the due date, late payment interest of 12% per annum shall apply by operation of law, without prior notice, and in deviation from common law, without being lower than the statutory interest rate under the law on combating late payment in commercial transactions. For consumers, interest accrues from the calendar day after a first free reminder has been sent electronically or from the third working day after dispatch by post, in accordance with the aforementioned law.
- 9.7. In case of full or partial non-payment by the due date, the outstanding balance is increased by 10% as liquidated damages, with a minimum of €125.00, without prejudice to reminder, collection, and/or legal costs. The company reserves the right to prove greater damage. For consumers, this penalty only applies after a first free reminder and after 14 calendar days have passed from the third working day after sending it. If sent electronically, the 14-day term starts the day after sending. The fixed compensation is:
- a) €20 if the balance is ≤ €150;
  - b) €30 + 10% of the amount between €150.01 and €500 if the balance is between those values;
  - c) €65 + 5% of the amount above €500, with a maximum of €2000 if the balance exceeds €500.
- 9.8. If the customer is a consumer, they have the right to the same compensation as set out in Articles 9.7 and 9.8 if the company fails to meet its payment obligations in time.
- 9.9. Any partial payment will first be applied to costs, then to interest, and only lastly to the principal. Partial payments always apply to the oldest debt first.
- 9.10. Non-payment of one or more invoices on their due date makes all other outstanding balances immediately due, regardless of their original due dates, by operation of law and without notice.
- 9.11. Any late payment gives the company the right, without prior notice, to offset the amount due with any debts it owes to the customer.
- 9.12. If the invoice is not paid, the company reserves the right to suspend performance of its obligations under all current agreements and to cancel any order without

judicial authorization, without prior notice, and without the customer being entitled to any compensation.

- 9.13. If the company has doubts about the customer's creditworthiness (e.g. enforcement actions, repeated late payments, or other signs), it may demand prepayment or additional securities, even if services have already been partially or fully delivered. If the customer refuses, the company may immediately and unilaterally terminate the contract without judicial authorization and without compensation. In that case, the customer owes liquidated damages equal to 20% of the total contract value, without prejudice to the company's right to prove higher damages.
10. **RETENTION OF TITLE**- 10.1. Notwithstanding the customer's risk with respect to the delivered goods, the company expressly retains ownership of the goods until full payment of the principal, interest, costs, damages, and taxes.
- 10.2. Despite this retention of title, the customer bears all risks of loss or destruction of the delivered goods from the moment they are delivered.
- 10.3. Until ownership is effectively transferred, the customer may not use the goods as payment, pledge them, or encumber them with any other security right.
- 10.4. Until ownership is effectively transferred, the customer agrees to notify the company by registered mail of any seizure by a third party.
- 10.5. The customer has a duty of care for goods under retention of title and must store them in perfect condition in a suitable, clean location, according to the highest standards and safety requirements in the industry.
- 10.6. If the purchase price becomes due, the company is authorized—without court intervention and with the customer's irrevocable consent—to retrieve the goods at the customer's expense.
- 11. **UNFORESEEN CIRCUMSTANCES**- 11.1. If the company is unable to fulfill its obligations due to force majeure, or if doing so becomes unreasonably burdensome, it has the right to suspend performance of its obligations in whole or in part, either temporarily for the duration of the force majeure or permanently, without being required to give prior notice or owing any compensation.
- 11.2. The following are conventionally (but not exhaustively) regarded as force majeure: war, blockade, insurrection, strike or lock-out, seizure, malfunctioning of equipment required for the execution of the contract, fire, government measures, natural disasters, vandalism, shortage of transport means, general scarcity of raw materials and/or supplies, restrictions on energy consumption—whether these occur at the company or one of its suppliers.
- 12. **DRAWINGS**- 12.1. Drawings produced by the company remain its property, even if costs were charged for them. The customer shall ensure they are not copied or provided to third parties.
- 12.2. Drawings and 3D designs made and provided by the company have no architectural value and may under no circumstances be considered final construction plans. They are for guidance only and deviations during installation may be made if needed.
- 13. **INTERRUPTION OF INSTALLATION**- 13.1. The company's prices are based on a single delivery and uninterrupted installation, unless phased delivery and/or installation has been explicitly agreed in writing. Prices are calculated based on performance during normal working hours under the applicable regulatory and conventional provisions.
- 13.2. If the company is unable to carry out the installation continuously due to circumstances not attributable to it, it reserves the right to deliver and invoice the part completed up to that point.
- 13.3. All damages and costs arising from interruption of work are borne by the customer. Overtime and waiting hours for the company's staff will be charged according to the hourly rates applicable at that time. Lost working hours due to power failure or other causes not attributable to the company will also be charged to the customer.
- 14. **CHANGES TO THE ORDER**- 14.1. Even in the case of a fixed price, changes or additional work requested by the customer, and the price thereof, may be proven by any legal means, including presumptions or an undisputed order confirmation from the company.
- 14.2. Full or partial cancellation of the order entitles the company to compensation for lost profit equal to 15% of the non-executed portion, without prejudice to reimbursement of costs already incurred. Materials already ordered must also be paid by the customer.
- 14.3. If the customer is a consumer, they have the right to the same compensation as set out in Article 14.2 if the company cancels or terminates the agreement.
- 14.4. In the event of cancellation or termination by the customer, the deposit shall be retained by the company as compensation, without prejudice to the aforementioned provisions.
- 15. **LIQUIDATED DAMAGES IN CASE OF TERMINATION**- 15.1. In the event of default by the customer resulting in termination of the agreement, the customer shall owe the company liquidated damages amounting to 30% of the total price of the ordered services and/or goods. This is without prejudice to the company's right to prove higher damages.
- 15.2. If the customer is a consumer, they have the right to the same compensation as set out in Article 15.1 in case of termination of the agreement due to default by the company.
- 16. **WARRANTY, LIABILITY, AND INSURANCE**- 16.1. The company is insured for its liability. More information about the insurer and coverage can be found on the company's website.

- 16.2. In the event of liability on the part of the company, any liability is limited per incident to the amount paid by the insurer under the liability insurance for that specific case.
- 16.3. Defects in delivered materials are only covered by warranty if they are included under a manufacturer's certificate, which can be provided upon the customer's explicit request.
- 16.4. Any complaint must be submitted within 8 calendar days of discovering the defect. For consumers, this term is extended to 15 calendar days.
- 16.5. Defects resulting from poor maintenance by the customer are not covered under warranty, nor is damage caused by misuse, force majeure, or actions by the customer or their appointee.
- 16.6. With regard to materials, the company relies on data provided by the manufacturer or supplier concerning the behavior and properties of those materials. The company accepts no liability in this regard.
- 16.7. The company accepts no liability for quality or color variations in materials, if and insofar as these variations fall within tolerances used by its suppliers.
- 16.8. The company is not liable for damage to third parties. If third parties bring claims against the company for damage for which it is not liable under these terms, the customer shall indemnify the company against all consequences.
- 16.9. The company accepts no liability for items such as facilities, tools, materials, auxiliary materials, machines, scaffolding, platforms, vehicles, lifts, ladders, etc., provided by the customer.
17. **DELIVERY ACCEPTANCE**- 17.1. Immediately after the delivery and installation by the company, acceptance will take place.
- 17.2. Minor defects that can be remedied within 30 calendar days after delivery do not impede acceptance.
- 17.3. In the case of refusal of acceptance, the customer must notify the company in writing, stating reasons, within 5 calendar days after being informed of the completion of the work. Failing that, the work is deemed tacitly accepted.
- 18. **PERSONAL DATA**- 18.1. The customer authorizes the company to record the personal data they have provided in an automated database and to process this data for the purpose of executing the agreement. This includes: name, first name, gender, email, mobile and/or landline number, fax number, address, date of birth, occupation, national registry number, company name, VAT and company number, and bank account number.
- 18.2. These data will be used for executing the agreement between the parties and for information or promotional campaigns related to the goods and/or services offered by the company.
- 18.3. The customer may always request disclosure and correction of their data.
- 18.4. If the customer no longer wishes to receive commercial information from the company, they must notify the company in writing.
- 18.5. Costs related to changes to the original data of the customer, if made at the customer's request, may be charged to the customer.
- 18.6. The customer authorizes the company to use images of the delivered services and/or goods for general informational purposes, publication on the company website, brochures, etc.
- 18.7. The company is responsible for processing and protecting personal data. The company can be contacted using the details listed in Article 1.1.
- 18.8. A full version of the privacy policy can be found at: [https://www.strideeurope.com/nl\\_BE/privacy-policy](https://www.strideeurope.com/nl_BE/privacy-policy)
- 19. **AUXILIARY PERSONS**- 19.1. This clause explicitly excludes the application of Article 6.3 §2 of the new Belgian Civil Code. This exclusion applies to any person considered to be an auxiliary.
- 20. **INVALIDITY**- 20.1. The invalidity or nullity of any clause of these general conditions shall apply only to the specific clause and shall not affect the validity or enforceability of the entire agreement.
- 20.2. In the event of the invalidity or nullity of any provision, the parties are still obliged to perform an obligation with the same objective, but within the bounds of validity.
- 21. **CHOICE OF LAW AND COMPETENT COURT**- 21.1. This agreement is governed exclusively by Belgian law.
- 21.2. Only the courts that are territorially and materially competent at the location of the company's registered office are authorized to adjudicate disputes arising from the agreement.

