



General terms and conditions

Progoma

1. GENERAL 1.1 These General Terms and Conditions shall always apply to all contracts for the performance of work or the sale of goods between Progoma and its customers and are presumed to be known by the customers. The applicability of the customer's general terms and conditions is always excluded. 1.2 These general terms and conditions cancel and replace all previous agreements, representations, discussions or negotiations, whether written or oral. 1.3 If, as a result of an agreement subject to these general terms and conditions, another agreement is concluded with the same customer without reference to any general terms and conditions, that agreement shall be presumed to also be subject to these general terms and conditions. 1.4 Deviations from these general terms and conditions shall only be accepted if they have been agreed in writing between the parties.

2. OFFER/APOSAL 2.1 Before issuing an offer, Progoma will acquaint itself with all relevant information relating to the work to be performed and/or the goods to be delivered, and the customer has a duty to provide this information to Progoma. 2.2 All offers shall be in writing, non-binding and valid for a period of 14 days, unless otherwise agreed in writing between the parties. 2.3 The offer contains a description of the work to be performed and/or the goods to be delivered, as complete and accurate as possible based on the information provided. 2.4 The quotation is limited to what is expressly included therein. All work and deliveries not included in the quotation and carried out will be charged to the customer as additional work. 2.5 Progoma shall only be bound by an offer if it has been accepted by the customer in writing within the aforementioned period of 14 days, unless otherwise agreed in writing between the parties. 2.6 Should the acceptance deviate from the offer on certain points, Progoma shall not be bound by the offer unless the deviations were accepted by Progoma in writing.

3. EXECUTION OF WORKS 3.1 Progoma shall execute any contract to the best of its ability, in good faith and according to the rules of the art. 3.2 The customer undertakes to provide Progoma with a plan prior to the commencement of works on which all necessary information such as utilities, wells and the like are clearly indicated. If such a plan is not handed over to us, it shall be entitled to suspend the execution of the contract and to charge the expenses resulting from the delay. 3.3 If the plan has not been handed over, or incorrect or incomplete information has been provided, Progoma cannot possibly be held liable for any damage that might be caused to, inter alia, manure, cellar, rain and zinc pits, septic tanks, gas (oil) pipes-citerns, electricity, telephone, TV, internet and water pipes, foundations, facades, walls, buildings (this list is by no means exhaustive). 3.4 The customer is also obliged to provide any additional useful information upon Progoma's request. 3.5 When executing the works, Progoma will ensure ecologically sound disposal of waste and residual materials. The costs and taxes arising from the removal, transportation, processing or storage of materials, waste, demolition materials and the like during or following the execution of works shall be borne by the customer, unless otherwise agreed between the parties in the tender. 3.6 During the execution of the agreement, the parties can always change or supplement the work to be carried out by mutual agreement and in writing. Should this modification entail a price change, Progoma will inform the Client accordingly. 3.7 Should an execution period be indicated, it shall only be indicative and not binding. Consequently, an overrun can never give rise to the cancellation of an order or any damages. 3.8 Progoma reserves the right to have certain works carried out by third parties on its behalf.



3.9 If, during the execution of the works, damage is incurred to the machines that were not disclosed before the start of the works as dangerous places or places with risk of damage, the repair costs will be charged to the customer. These may include objects or objects giving rise to damage that were not disclosed before the start of the works. 3.10 Progoma reserves the right to refuse clients who practice the following professions: judges, lawyers, and legal advisors. If they still wish for Progoma to perform the works, a 120% advance payment will be required based on the price in the quotation. The difference will be refunded after the completion of the works. Progoma also reserves the right to request this advance during the works, or to suspend or terminate the works if Progoma discovers during the project that the client practices one of the aforementioned professions.

4. DELIVERIES 4.1 All deliveries by Progoma are payable separately, insofar as they are not included in an offer for the performance of a work, without prejudice to the remuneration due for transportation, processing and/or installation. 4.2 Progoma guarantees delivery of goods corresponding to the description in the offer. 4.3 The risk for the goods is transferred to the customer upon delivery. 4.4 If a delivery period is indicated, it is only indicative and not binding, so that a delay in delivery cannot give rise to a refund or any compensation. A delay in delivery shall not entitle the customer to rescind the contract and obtain supplies elsewhere on behalf of Progoma, or to oblige Progoma to supply goods from another firm. 4.5 Modification of order by the customer is only possible subject to reservations. Any additional cost thereof will be charged to the customer. After placing the official order, the plants are reserved with the growers. All adjustments to the plant list after the official order are subject to reservation. The extra cost that may arise from changing the plant list will be charged to the customer. 4.6 Ordered goods cannot be refused by the customer and therefore remain fully payable.

5. TERMINATION OF THE WORKS 5.1 The work shall be considered finished or delivered when it has been fully executed and expressly notified to the customer. 5.2 If any good cannot be delivered at the same time as the completion of the works, the delivery will nevertheless be able to take place, whereby the customer may make a reservation for what has not been delivered.

6. MAINTENANCE 6.1 No maintenance will be included after the works unless otherwise agreed in writing between Progoma and the customer. Maintenance can always be scheduled subject to the price requested for maintenance.

7. PRICE 7.1 An estimate by Progoma does not constitute an offer and Progoma reserves the right to withdraw or revise it at any time. 7.2 The price payable for the work shall be shown on Progoma's quotation. Unless otherwise stated, VAT and other taxes, duties or surcharges will be payable by the Client and will be added to the price. 7.3 Progoma reserves the right to change prices at any time to compensate for inflation and/or cost increases including, through the price increase formula, but not limited to, costs of goods, substances, transport, fuel, labour or overheads, the increase or imposition of taxes and duties, and the fluctuation of exchange rates. according to the price revision clause set out below, which is applied to all products delivered or collected: $P = p (A + B \times (S/s) + C \times (I/i))$. Unless otherwise agreed in writing between Progoma and the customer, Before confirming an appointment, a deposit of €200 is requested on the account at least 72 hours before the start of works. In case of cancellation, the deposit will not be refunded, unless otherwise agreed in writing between Progoma and the customer. 7.4 At least 5 hours of work per person will be provided, unless otherwise agreed in writing. The hours start running from the time Progoma is on site at the customer's premises, unless otherwise agreed. 7.5 At least 5 hours per person will always be paid for, displacement and any other additional costs. Unless otherwise agreed in writing. For transport, driving is at €90 per hour



VAT in, with minimum amount of €30, unless otherwise agreed in writing. The price of earth removal is according to the price Progoma must pay at the sorting centre. The costs of the sorting centre are always for the customer, unless otherwise agreed in writing.

8. PAYMENT MODALITIES

8.1 In case of execution of a construction work, the payment of the price is made in 3 instalments: 50% of the price before the start of the works; 40% of the price after 50% of the works; 10% of the price after completion. **8.2** The price for additional works not included in the quotation must be paid immediately (100%) before completion and must be confirmed in writing. An oral agreement is also considered an agreement. **8.3** Unless otherwise agreed in writing between Progoma and the customer, a deposit of €200 will be requested on the account for confirmation of an appointment at least 72 hours before the start of the works. In case of cancellation, the deposit will not be refunded, unless otherwise agreed in writing between Progoma and the customer. This price may be indexed annually. **8.4** Invoices must be paid in full without deduction or discount, as stipulated on Progoma's offer and invoice. The payment period is essential for all agreements between Progoma and the customer. Progoma reserves the right to refuse the customer goods where amounts are overdue under any contract until such amounts have been paid. **8.5** Unless otherwise agreed, invoices shall be paid within 4 days from the invoice date. **8.6** If payment is not made within the specified period, interest of 12% shall be due ipso jure and without notice of default from the due date until receipt of the full amount, plus liquidated damages of 10%, with a minimum of EUR 50. Any additional recovery costs shall also be borne by the customer. **8.7** The non-payment of an invoice on the due date shall result in the immediate exigibility of all the customer's outstanding invoices, even those not due, without taking into account the payment terms previously authorised. **8.8** In case of non-payment of an invoice, Progoma is entitled to suspend performance of the work or delivery of goods. **8.9** Payment without any reservation of a portion of the invoiced amount constitutes acceptance of that invoice. **8.10** Protests of an invoice are no longer accepted if they are not received in writing by Progoma within 3 days of the invoice date. **8.11** In case of cancellation of an order or breach of contract by the customer, a lump-sum compensation in the amount of 25% of the value of the cancelled order or breached contract shall be due. **8.12** Progoma takes 10% or minimum €60 commission on everything; except hours, own transport and own machines. no additional VAT is charged on commissions.

9. RETENTION OF TITLE

9.1 All delivered goods remain the property of Progoma until the customer has fulfilled all obligations from the contracts concluded with Progoma and the goods have been paid for in full. The customer undertakes not to dispose of the goods prior to full payment.

10. COMPLAINTS

10.1 Complaints must be reported in writing by the customer to Progoma within 7 days of completion of the work or delivery. This complaint should be clearly described so that Progoma can take the necessary steps to remedy the complaint, if the complaint is justified. **10.2** Complaints shall in no case be founded if the customer has not treated the delivered work or goods with the normal care that can be expected of him. **10.3** However, the lodging of a complaint does not release the customer from his payment obligation.

11. GUARANTEES AND LIABILITY

11.1 Progoma provides a warranty of 1 year from the completion of the work performed and the delivery of the goods, except in cases of force majeure and the situations listed below. **11.2** Dead plants will be replaced once free of charge in the planting season following the execution of the works. If the dying off of plants is due to drought or negligence in care, the replacement costs shall be borne by the customer. **11.3** Damage to electronic installations, irrigation computers or pumps cannot be recovered from Progoma if such damage is due to vibrations, mains failures, chemical substances, radiation, incorrect actions by the customer or force majeure. **11.4** In case of defects in the delivered goods, the customer shall only be entitled to



replacement with an equivalent good without any further right to compensation. 11.5 Progoma does not guarantee the suitability of the delivered goods for the purpose for which the customer uses them, even if it has knowledge of such purpose. 11.6 Progoma shall not be liable for the consequences of a slight and/or ordinary error on its and/or its appointees' part or errors or shortcomings on the part of the customer. In case of default, Progoma will not be liable for economic loss, loss of an opportunity or any special, indirect loss.

11.7 Progoma shall not be liable for subsidence in paved areas constructed by it such as driveways, paths and the like, if the subsidence is due to heavy traffic from the customer.

11.8 When laying a lawn, Progoma is in no way responsible for climatic influences after the sowing of the site, such as but not limited to heavy rains or gusts of wind, which disturb the growth of the lawn. Costs for repair thereof shall be borne entirely by the customer. 11.9 Progoma's possible liability shall in any case be limited to an amount equal to 8% of the value of the delivered goods. 11.10 The customer shall indemnify Progoma against any and all claims by third parties suffering damages as a result of the performance of the contract which are attributable to the customer. 11.11 Photographs may be taken as evidence and may be kept for 10 years. The photographs may also be used for advertising or other purposes.

12. FORCE MAJEURE 12.1 Under no circumstances can Progoma be held liable to the customer for non-performance of its obligations in situations of force majeure. 12.2 Force majeure includes, but is not limited to, weather and climatic conditions, lightning strikes, floods, storms, war, riots, strikes, industrial action, trade union or employee disputes, accidents, fire, difficulties or increased costs in finding workmen, substances or transport, or any other circumstances which impede the delivery of the goods through normal supply or production channels or make the delivery of the goods by normal route or means of transport difficult. 12.3 In circumstances of force majeure, Progoma may terminate the contract or cancel the delivery of goods to the customer or, with the customer's consent, deliver the goods according to agreed deadlines after suspending deliveries. 12.4 Should weather conditions prevent the works from being carried out properly, the works will be postponed until weather conditions permit. Under no circumstances shall Progoma be held liable for any additional costs incurred due to such delay or postponement.

13. INTELLECTUAL PROPERTY RIGHTS 13.1 Progoma reserves the copyright to all prepared documents such as opinions, designs, drawings, sketches and the like. These remain the property of Progoma and may not be copied, disclosed or provided to third parties by the customer without Progoma's prior consent. Photographs may be taken of the work done before, during and after the works. Photographs may still be taken up to 7 days after the end of the works. Photos and videos may be used for advertising, training purposes, or other purposes.

14. VALIDITY 14.1 The possible invalidity of one or more provisions of these general terms and conditions shall in no way affect the validity of the contract or the other provisions of these general terms and conditions.

15. APPLICABLE LAW - DISPUTES 15.1 Any contract between Progoma and its customer shall be governed by Belgian law. 15.2 Any and all disputes related to an agreement between Progoma and its customers shall be exclusively settled by the justice of the peace and the courts. Litigation shall always take place in the Dutch language. The customer hereby expressly declares to have read and accepted the general terms and conditions.

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