


© CERTIFER BELGORAIL 2021	DOC-200-E	19/10/2021	D
	Our Services - General Terms and Conditions of Sale	1/2	

1 PURPOSE.

These general terms and conditions define the framework of and performance limits on our services. These general terms and conditions are applicable subject to any additional specific terms and conditions or derogations agreed in writing in a *specific agreement* constituting the special terms and conditions of the contract. They shall prevail in all cases over the general terms and conditions of the client, unless in the event of an express derogation given in writing at the time the order is accepted.

Dependent upon the type of services provided by CERTIFER BELGORAIL, these general terms and conditions shall be completed by the following general terms and conditions:

- DOC-201: General Terms and Conditions of Certification;
- DOC-203: General terms and conditions relating to tests carried out on railway infrastructure.

2 PERFORMANCE PROCEDURES.

2.1. For the purposes of performing our services under the best conditions, we request the client, depending upon the type of operation in question:

- to make available to our team members all documents, software, systems required for the satisfactory performance of the mission.
- to provide for all formalities, access authorizations and help for our staff members, to provide them with all directives to be followed in the installation visited and to provide all safety equipment proper to the installation.
- to communicate to our team members, via a safety officer, all information and instructions relating to the installation visited, so as to ensure the safety, hygiene and health of our staff members; otherwise, such communication of information may be performed directly to our Manager.

2.2. We reserve the option of confiding certain services to other organizations or laboratories acting under our responsibility, within the limitations permitted by statutory provisions and by the terms of regulatory approval and quality standards.

2.3. Our reports shall be drawn up in your name and on your account. They shall be drawn up and shall be dispatched to you in a sole copy in a language agreed by mutual consent. The conclusions of the report shall exclusively reflect the assessments made at the time of the operation.

Unless in the event of a legal obligation or an obligation stemming from an accreditation, we do not ensure data conservation beyond a maximum of three years.

3 DETERMINATION AND REVIEW OF PRICES: INVOICING AND PAYMENT.

3.1. Determination and content of prices.


3.1.1. Our prices are set by mutual agreement.

They shall be calculated on the basis of a standard working day of eight hours, between 6 am and 8 pm from Monday to Friday excluding official holidays.

3.1.2. Services performed which shall give rise to a supplementary payment:

- on Saturdays, or between 20.00 and 06.00: a supplement between 25% and 50%
- more than eight hours per day: a supplement between 25% and 50%
- on Sundays and holidays: a supplement between 50% and 100%

3.1.3. As a consequence of whatever cause, services and charges beyond those provided for may be required. Such may be the case in particular with regard to supplementary investigations, which, as derogations to the schedule laid down, may be judged to be necessary in the course of performance of the services. Prices for such

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services and fees shall be calculated in accordance with the principles established above. Unless in the event of a provision to the contrary, our prices do not include expenses for travel, meals or lodging of our staff members.

3.2. Sales Prices and Price Revisions.

Unless in the event of a provision to the contrary in the order estimates and/or orders, prices are expressed in EUR and do not include Belgian or foreign taxes or duties. Prices are based upon economic conditions prevailing at the time of the estimate. Our delegates, agents or representatives are not nominees: acceptance of any agreement they may make shall not be binding upon us except after ratification by CERTIFER BELGORAIL management.

Our prices shall remain applicable for a period of three months, unless in the event of a period laid down in the specific agreement.

3.3. Invoicing.

Each of our services shall give rise to the issuance of an invoice. The costs and out-of-pocket expenses relating to the assignment as well as any supplementary fees shall be accounted separately and shall be calculated in terms of the current tariffs in force at the time the assignment is performed, or in accordance with the prices and rules of procedure agreed in the specific agreement.

3.4. Payment terms and conditions.

Invoices shall be deemed as having been accepted if no disagreement has been issued in writing within seven days of reception. Unless in the event of a provision to the contrary, invoices shall be payable net and without any rebate within thirty days of the issue date. No deduction shall be admitted which is not supported by a credit note or by a prior agreement.

All sums which are not settled before the due date shall as of right carry late payment interest calculated at the current legal interest rate and calculated daily from the due date on the sums unpaid.

4 UNDERTAKINGS BY THE PARTIES - LIABILITY.

4.1. All claims or grievances shall be made in writing and as soon as possible following the termination of our operations.

4.2. Unless in the event of a regulatory stipulation or stipulation provided by law, in the event of a breach in the carrying out of our services, our liability shall be limited to an amount of 500,000 Euros. In the event of services carried out under the terms of official regulations, our liability may not be called into question to the extent that the services carried out have been executed in compliance with the requirements of those regulations.

4.3. We decline all liability with regard to damage caused by our delegates when not accompanied or when left in ignorance of the particular characteristics of the equipment or installations to be tested.

As a consequence, you expressly waive your right to seek any remedy from us or from our subordinates. You shall inform your insurance company of this waiver and shall take care that it be enforceable upon it.

4.4. Any delay in the performance or timing of the services undertaken may not give rise to any penalty or forfeiture, a new schedule being agreed by mutual consent between the client and CERTIFER BELGORAIL.

5 APPLICABLE LAW - DISPUTE SETTLEMENT.

Any dispute relating to the validity, interpretation or execution of this document shall be the subject of a friendly settlement.

In the event of the dispute persisting, it shall be decided in accordance with Belgian law, solely by the District Courts in Brussels.