



General Conditions for engineering and drawing work for third parties

(version 01/2019)

Article 1: Definitions

The terms and phrases used in these General Conditions relating to engineering and drawing work for third parties, referred to hereinafter as “**General Conditions**”, have the following meanings:

Services/Assignment: the engineering and drawing works, which the Service Provider provides for the Principal.

Service Provider: Aertssen Kranen NV.

Principal/Client/Customer: the natural or legal person from which the Service Provider receives the Assignment for performing the engineering and drawing works.

Parties: the Service Provider and the Principal.

Article 2: Applicability

These General Conditions form a contractual document and apply to the formation, content, performance and termination of the Assignment (specifically engineering and drawing work) between the Parties, as well as all other legal transactions and legal relationships between the Principal and the Service Provider in connection with the object of the Assignment.

Taking receipt of the plans and/or using or causing to be used the plans and calculations legally implies acceptance of these General Conditions.

These General Conditions may only be departed from, if and insofar as expressly agreed in writing between the Parties.

The General Conditions and other general unilateral stipulations of the Principal do not apply, even by way of supplement. The applicability of any (sub-)contracting, sales, supply, rental or other general or special conditions, however designated, of the Principal are hereby explicitly excluded, even though the contrary is stipulated elsewhere. This exclusion takes precedence over the possible similar exclusion contained in such general or special conditions of the Principal.

Article 3: Information provision by the Principal

The Principal is fully responsible for the correctness, accuracy and completeness of the information that it provides. The Principal must inform the Service Provider about, among other things, all specific characteristics, properties and requirements of the Burden, the Works and the Project. This list is not exhaustive.

Thus, the Principal will be made fully liable, if loss or damage is caused by the non-correctness, non-accuracy or incompleteness of the information that it provides, to, among other things, the goods, the surroundings, the Principal, the Service Provider, its employees, contractors, subcontractors, co-contractors and/or third parties in the broadest sense of the word. The Principal is obliged to, among other things, compensate and indemnify the forenamed natural persons or legal persons for all consequences caused by the non-correctness, non-accuracy or incompleteness of the information that it provides.

Article 4: Liability and insurance

The liability of the Service Provider with regard to drawing and engineering activities for third parties is limited at all times to 100% of the price of the service provision, with as absolute maximum 250,000 euro, unless the Service Provider itself performs the entire effective execution coupled to the engineering and drawing works. In the latter case, the General Rental Conditions of the Service Provider shall apply (with the liability limitation contained and applicable therein).

For all other loss or damage of any kind whatsoever / non-covered risks and exemptions, without this list being exhaustive, it is expressly agreed that the Service Provider is not liable and that the Service Provider does not take out any insurance as standard. The Principal itself is fully responsible for the insurance of, among other things, the goods being handled, loss or damage to third parties, etc., with a waiver of recourse against the Service Provider and its affiliated companies.

The Principal therefore indemnifies the Service Provider, its directors and personnel, undertakings affiliated to the Service Provider and their respective subcontractors for all claims, costs, liabilities, etc. of any kind whatsoever, which exceed the liabilities named above.

The Service Provider explicitly exonerates itself from any form of consequential loss.

Article 5: Price, Invoicing and Payment conditions

If a separate price is agreed for the Assignment, aside from its possible execution or in the absence of its execution, the invoices of the Service Provider are payable in cash within 30 days from date of invoice at the head office of the Service Provider.





If, within eight calendar days from receipt of the invoice, the Principal does not express any comments, complaints or protest, the Principal will be deemed to have accepted the invoice irrevocably and without reservation. Complaints expressed eight calendar days from receipt of the invoice by the Principal are no longer admissible.

If a part of the invoice is protested, the protest must clearly indicate the part of the invoice being protested and the sum which this protest involves. Although, regardless of the protest, the invoice remains payable and claimable in full, the Principal undertakes, in the case of a partial protest, to pay at least the non-protested sum or the sum corresponding with the non-protested part, immediately in accordance with the General Conditions, without this stipulation being capable of prejudicing in any manner the indebtedness and claimability of the other parts and sums and the applicability of the General Conditions thereto.

The Principal expressly waives any right of retention for any reason whatsoever irrespective of any legal relationship between the Parties from which this right of retention may have arisen.

The Principal expressly waives its right to set-off payments due to the Service Provider, whereby the Parties explicitly depart from article 1291 et seq of the Civil Code.

Consequently, the Principal is never permitted to compensate the invoices of the Service Provider with claims, which it might have on the Service Provider, not even if they relate to the Assignment and not even if they are clear, established and claimable.

The costs for collecting and discounting cheques or bills of exchange fall to the Principal's account.

The acceptance of bills of exchange does not produce any roll-over of debt; they are likewise payable at the head office of the Service Provider, even if another place is cited on the bills of exchange.

In the absence of payment on the invoice due date:

1. The sum or the balance still to be paid is legally claimable and without any notice of default being required,
2. Any delay in payment will, legally and without any notice of default being required, give cause to apply interest for late payment of 1% per month from the due date, legally capitalisable monthly, immediately and without any warning being required,
3. Any delay in payment will, legally and without any notice of default being required, likewise give cause for a fixed compensation of 10% on the balance still to be paid, with a minimum of 125 euro.

The interest and the compensation clause imply no prejudice in or limitation of the right of the Service Provider on the full compensation by the Principal of loss, which the Service Provider suffers or could suffer directly or indirectly through the delay in payment.

In case of a delay in payment by the Lessee of 1 of the invoices addressed to the Lessee, all issued invoices and invoices yet to be issued to the Lessee shall be immediately payable.

5.1 Cash discount

Unless prior permission in writing is granted by the Lessor, the Lessee shall never be entitled to pay with a cash discount.

Article 6: Protection of personal data

We collect and process the personal data we receive from you, with the prospect of executing the Service, managing client databases and accounting and undertaking direct marketing activities.

The legal ground consist of the execution of the Service, the fulfillment of legal and regulatory requirements and/or the legitimate interest.

The responsible party for the data processing is Aertssen Group nv, Laageind 91, 2940 Stabroek (Belgium). These personal data will only be transmitted to processors, receivers and/or third parties as far as this is necessary in the context or the above mentioned purposed for processing this data.

The Lessee is responsible for the accuracy of the personal data he transmits to the Lessor and commits himself to abide by the General Data Protection Regulation towards the persons of whom he has transmitted the personal data of, as well as with respect to the personal data the Lessee should receive from the Lessor and the Lessor's employees.

The Lessee confirms that he was informed sufficiently about the processing of his personal data, his rights to access this data, the improvement, deletion of the data and the objection to the collection and processing.

For more information, please visit our website and consult our Data Protection Notice.

Article 7: Applicable law and competent court

7.1. Applicable law

The Assignment is governed exclusively by the law of Belgium, to the exclusion of the stipulations of an international private law nature or other rules, which declare applicable the law of another jurisdiction outside Belgium.

7.2. Competent court

All or any disputes in connection with the conclusion, validity, interpretation and/or execution of the Assignment will be subject to the exclusive jurisdiction and authority of the Courts and Tribunals in Antwerp, Antwerp division.





Article 8: General stipulations

8.1. Effective execution of the work by a third party

The drawing and engineering work, plans and calculations, are based on the current state of the art, engineering concepts and plant and equipment of the Service Provider and remain the exclusive property of the Service Provider. On the one hand, these may not be reproduced or employed for the execution by a third party or on the other hand be passed on for any reason whatsoever to a third party or disclosed without express permission in writing from the Service Provider.

8.2. Illegality, invalidity, voidness or unenforceability of a stipulation

If one or more stipulations of the applicable conditions, for any reasons whatsoever, is declared illegal, invalid, void or unenforceable, in full or in part, this illegality, invalidity, voidness or unenforceability will not extend to the other conditions. As the occasion arises, to the best of their ability and in good faith, the Parties will negotiate to replace this stipulation by a legal, valid, non-void and enforceable stipulation with a similar economic effect.

Dutch version upon request – Version française sur demande