



MAVEN GROUP
GENERAL TERMS AND CONDITIONS

1. Definitions and interpretation

1.1. Unless expressly provided otherwise, the following terms, indicated with a capital letter, shall have the following meaning:

Additional Services: These are all (changes to) Services and related costs that were not included in the price stipulated in the Order Form.

Agreement: The agreement concluded between MAVEN and the Customer, consisting of MAVEN's special terms and conditions (e.g. the Order Form), the agreed appendices, and these General Terms and Conditions.

CEL: The Belgian Code of Economic Law ("*Wetboek Economisch Recht*").

Customer: The company, government, NPO, or any other legal entity that concludes an Agreement with MAVEN.

Force majeure: Any event which renders fulfilment of the MAVEN's commitment reasonably impossible, particularly difficult or particularly expensive, even if it was already foreseeable at the time of its conclusion, such as, but not limited to government action, riot, disturbance, accident, war, boycott, act of God, epidemic, pandemic, disease, fire, flood, hurricane, earthquake, lightning strike and explosion, or other unforeseen and unavoidable cause or circumstance beyond the reasonable control of MAVEN.

GDPR: General Data Protection Regulation (EU) 2016/679 of 27 April 2016.

General Terms and Conditions: These MAVEN general terms and conditions.

Intellectual Property Rights: All artistic and industrial property rights, such as patents, trademarks, drawings and models, copyrights (including software rights), database rights, rights to trade secrets and know-how, whether registered or not), and all applications for the same rights and all rights or forms of protection of equivalent or similar effect to the aforesaid that would exist anywhere in the world.

MAVEN: MAVEN GROUP BV, private limited company under Belgian law, with registered office at Lange Van Sterbeekstraat 17/3, 2060 ANTWERP (Belgium), with enterprise number 0770.662.723, and with email address info@maven-group.eu.



Order Form:

As defined in Article 3.5.

Services:

The services or works performed by MAVEN on behalf of the Customer as determined and described in the Agreement.

- 1.2. In addition to the concepts set forth above, other concepts may be defined in the General Terms and Conditions which, when capitalised, shall have the meaning assigned to them in the General Terms and Conditions.
- 1.3. The concepts defined in the singular shall have a similar meaning in the plural and vice versa.
- 1.4. Headings are included for clarity and for reference in the context of these General Terms and Conditions themselves, and are not intended for interpretation. Nor will they limit the content of the General Terms and Conditions.
- 1.5. A reference to an Article is a reference to an article within these General Terms and Conditions, unless expressly stipulated otherwise.
- 1.6. Terms such as “including”, “e.g.”, “especially”, “such as” imply a non-exhaustive list.

2. Scope

- 2.1. These General Terms and Conditions apply in full to each quotation and Order Form of, each Agreement with, each provision of Services by, each invoice from and, in general, each transaction of MAVEN, unless otherwise agreed in writing with MAVEN.
- 2.2. In absence of proof to the contrary, the Customer confirms to have taken note of these General Terms and Conditions and to accept them unconditionally. By executing the Agreement, the Customer confirms that he has read these General Terms and Conditions and accepts them unconditionally.
- 2.3. The Customer acknowledges that the application of any of its own (general or special) terms and conditions is expressly excluded.
- 2.4. MAVEN has the right to amend the Agreement and/or these General Terms and Conditions at any time, subject to the prior consent of the Customer (which may be evidenced i.e. by the subsequent performance of the Agreement).
- 2.5. In the event of a conflict between these General Terms and Conditions and the other parts of the Agreement, the other parts of the Agreement take precedence over these General Terms and Conditions.
- 2.6. The Agreement is without prejudice to:
 - (a) the application of mandatory legislation for the protection of companies i.e. article I.1.1° CEL and article I.8.39° CEL;
 - (b) the application of mandatory legislation (local, national, supranational, etc.) applicable to the Services;
 - (c) application of the conditions of quality labels, certificates and/or marks used by MAVEN.

3. Pre-contractual information, quotation and conclusion of the Agreement

- 3.1. By requesting a quotation, the Customer accepts the unconditional applicability of these General Terms and Conditions.
- 3.2. The Customer is obliged, prior to his request for a quotation, to provide MAVEN with all information and documentation that may have an impact on the execution of the Services, e.g. in order to facilitate their execution and/or avoid and/or limit risks, including (i) all personal and/or company data, (ii) site specific data, (iii) information regarding the rights of third parties, e.g. personal and/or business rights, and (iv) any and all safety hazards.
- 3.3. Unless otherwise stated in the quotation, MAVEN's quotations are purely informative, only contain a non-binding proposal to negotiate an agreement (and are not an offer), and are only valid for thirty (30) calendar days.



- 3.4. All MAVEN's quotations are subject to material error and are solely based on the information supplied by the Customer in accordance with Article 3.2. If during the execution of the Agreement, it appears that the information or documentation supplied by the Customer was incorrect or incomplete, this may result in an adjustment of the Agreement (the execution period, the price, the Services, etc.) and the resulting Additional Services shall be charged exclusively to the Customer, without prejudice to MAVEN's other rights.
- 3.5. A binding Agreement between MAVEN and the Customer is only concluded at the moment that MAVEN receives a quotation dated and signed by the Customer (hereinafter: an "Order Form"). Order Forms can only be accepted by the Customer without any reservation or amendment. Changes made to MAVEN's Order Form are only valid if MAVEN has accepted them in writing.
- 3.6. In case of problems regarding the Order Form, e.g. in the event of attempted fraud, an incomplete or incorrect Order Form, the provision of clearly incorrect data, non-payment for previous services or refusal of approval by the Customer's financial institution or the failure to confirm payment by the financial institution, MAVEN reserves the right to suspend and/or refuse confirmation of the Order Form and therefore the provision of the Services, without requiring any justification for such.

4. The Services

- 4.1. The Customer is at all times, unless explicitly stated otherwise in the Order Form, solely responsible for all insurances, permits and permissions required for the Services, which must be submitted to MAVEN before the start of the Services. The Customer is obliged to comply with all applicable law (local, region, national, international, etc.) and to use the Services for legitimate purposes only. Any compensation or fines as a result of a breach of the foregoing are fully for the expense of the Customer. In such case, the Customer shall indemnify MAVEN in full.
- 4.2. The Customer will provide MAVEN with all information (including, but not limited to the access to the Customer's servers, if applicable) and provide the cooperation necessary to enable MAVEN to perform the Services, to facilitate their performance or to avoid or limit risks. If the Services have to be performed in the buildings, location(s), branch(es) or company/companies of the Customer, the Customer will take care of all necessary infrastructure and the availability of resources free of charge (e.g. staff assistance) to perform the Services. Without prejudice to Article 10 MAVEN is not liable for any delay caused by the absent, defective or delayed delivery of necessary information (or by the provision of incorrect or incomplete information) and/or infrastructure by the Customer or third parties. In such a case, MAVEN is in no way liable for any (direct or indirect) damage that the Customer or third parties would suffer as a result.
- 4.3. The Customer is obliged to make the site where the Services are to be executed accessible in order to enable MAVEN to carry out the Services. Should the Customer fail to do so, any Additional Services and/or delays shall be at the exclusive expense of the Customer.
- 4.4. As the specific nature of the Agreement is to perform a study or project, which is by default not fully known at the time of concluding the Agreement, the commencement date and execution period of the Services, the resources to be used, and the investigation strategy and methods are not essential and are merely indicative. They may change as a function of (the consequences of), among other things:
 - (a) the (late) timely and/or (incomplete) delivery of all required permits and licences necessary for the execution of the Services;
 - (b) incomplete information and/or documentation made available by the Customer;
 - (c) weather conditions; in this regard, the Customer accepts that meteorological conditions and their (in)direct effects, whether or not they qualify as recognised weather delays, may have an impact on the Services, such in view of the specific nature of the Services;
 - (d) unforeseen circumstances during the execution of the Works, such as (i) obstacles to the execution of the Services (as set out in Article 3.1) or (ii) accidental discoveries and/or other circumstances that give rise to Additional Services (scientific research, conservation, and reporting).
- 4.5. In regard to Articles 4.3 and 4.4:



- (a) MAVEN and the Customer shall immediately consult on the consequences thereof, without prejudice to the right of MAVEN to compensation for all Additional Services resulting therefrom, even if the Services are delayed by eighteen (18) months as a result; if the unforeseen circumstances referred to in Article 4.4 make the execution of the Services impossible, these shall be regarded as Force Majeure.
- (b) MAVEN is not any compensation due to the Customer.
- 4.6. All changes to the Services or Additional Services ordered by the Customer, for what reason whatsoever, as well as the determination of the price thereof, require the prior agreement of both the Customer and MAVEN. The agreement can be proven by all legal means, for example by the non-protested performance of the Services by MAVEN.
- 4.7. If the site on which the Services are being executed must be closed off for additional (scientific) research, the Customer is forbidden to disturb the terrain. In such a case, MAVEN shall not owe the Customer any compensation for any damages and/or delays.

5. The rights and obligations of MAVEN

- 5.1. MAVEN will make every effort to provide the Services to the Customer in accordance with the Agreement, without this being regarded in any way as an obligation of result on the part of MAVEN.
- 5.2. Although MAVEN does its utmost best to provide the Services within specific deadlines, circumstances may arise that make this impossible for MAVEN. In such cases, MAVEN will contact the Customer in advance to work out a solution in consultation with the Customer. Unless otherwise agreed in writing, the delivery or execution times communicated by MAVEN are purely indicative. Exceeding these deadlines will in no way give rise to any compensation or termination of the Agreement.
- 5.3. MAVEN has the right to call on subcontractors, external suppliers, partners, etc. for the performance of any or all Services.
- 5.4. MAVEN is entitled to perform the Agreement in different phases and to invoice the Customer separately for the part thus performed.
- 5.5. If the execution of the Services is interrupted for a period of more than thirty (30) days due to circumstances as referred to in Article 4 or due to Force Majeure, while the agreed invoicing time has not yet elapsed, MAVEN shall be entitled to issue invoices for the value of the Services already executed and the costs already incurred by MAVEN, as well as to prepare advance invoices.
- 5.6. By accepting the Services provided, the Customer acknowledges that MAVEN has properly performed the Services. If the Customer is asked to sign performance sheets, work orders or delivery notes, the signing thereof shall constitute irrefutable proof of the Customer's acceptance of the Services mentioned therein.

6. Warranties Customer

- 6.1. The Customer warrants that:
 - (a) he is competent and qualified to enter into and perform the Agreement with MAVEN, and that he has all necessary authorisations to do so;
 - (b) the information provided by him is correct and complete;
 - (c) he has all insurances, permits and permissions required for the Services.

7. Prices - Payment

- 7.1. All prices are exclusive of taxes (e.g. VAT) and other (government) (tax) charges. (Additional) taxes and charges shall be borne solely by the Customer.
- 7.2. Unless agreed otherwise, the price in MAVEN's quotation is not a fixed price.
- 7.3. Any Additional Services as set out in Article 4.6 shall be borne by the Customer and shall be invoiced additionally as agreed upon at the time of the additional order.
- 7.4. The Customer agrees to receive only electronic invoices. In any case, the payment of an electronic invoice from MAVEN results in the tacit acceptance of the Customer.



- 7.5. The place of performance of the Customer's commitments is at MAVEN's registered office.
- 7.6. Unless otherwise agreed in writing and without prejudice to Article 7.9, all invoices by MAVEN shall be payable within thirty (30) calendar days of the invoice date.
- 7.7. An invoice can only be validly protested within a period of fifteen (15) calendar days from the invoice date by means of a registered and substantiated letter. Any invoice that has not been protested in the aforementioned manner shall be irrevocably accepted.
- 7.8. In the absence of payment by the due date, MAVEN is legally and without notice of default entitled to the payment of (i) a default interest from the due date of the invoice until the date of full payment at an interest rate as stipulated in Article 5 of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions and (ii) a fixed compensation of 10% of the unpaid invoice amount with a minimum of EUR 100,-. The aforementioned without prejudice to the right of MAVEN to claim higher compensation should its damages be higher.
- 7.9. In the absence of full and timely payment of one or more invoices, all outstanding but not yet due invoices shall become due and payable by right and without prior notice of default.
- 7.10. All payments made by the Customer shall first be applied to interest, damages and any (legal) costs, and only then to the principal amount of the longest overdue invoice(s).
- 7.11. If the Customer consists of several persons (natural or legal persons), these are jointly and severally obliged to make the payments to which the Agreement obliges them.
- 7.12. The Customer waives his right to suspension.
- 7.13. MAVEN has the right to set off all amounts that it would owe the Customer for whatever reason with the amounts that the Customer owes MAVEN, regardless of whether these amounts are due and payable. Unless MAVEN has given its prior written consent, compensation by the Customer shall not be permitted.
- 7.14. MAVEN is entitled to keep in its possession all goods and documents put in its possession by the Customer and all prepared but not yet delivered reports, notes, advice, documents and photos until the Customer has fully met all his obligations towards MAVEN.

8. Termination of the Agreement

- 8.1. The Customer may only terminate the Agreement upon payment to MAVEN of all of the following:
 - (a) a termination fee of 30% of the agreed total price of the agreed but not executed Services,
 - (b) the total price (100%) of the Services already executed, and
 - (c) all costs already incurred by MAVEN in the framework of the Agreement and/or all cancellation costs that MAVEN itself is obliged to pay as a result of the cancellation by the Customer.

9. Breaches of contract

- 9.1. MAVEN has the right to suspend its obligations (for example to perform Services) with immediate effect, without being liable for any damage compensation, in the event that the Customer falls short of its obligations under the Agreement, including but not limited to the obligations as set out in Articles 3 or 4, and MAVEN has given the Customer notice of default by registered letter and the Customer has failed to fulfil its contractual obligations within a period of fifteen (15) calendar days after the postmark of the aforementioned notice of default. In such a case, MAVEN is in no way liable for any (direct or indirect) damage that the Customer or third parties would suffer as a result.
- 9.2. If the Customer fails to fulfil one or more of its contractual obligations, MAVEN also has the right to dissolve the Agreement with the Customer, at the expense of the Customer, without prior judicial intervention. MAVEN can only dissolve the Agreement with the Customer out of court in accordance with this Article if MAVEN has given the Customer notice of default by registered letter and the Customer still fails to fulfil its contractual obligations within a period of fifteen (15) calendar days after the postmark of the aforementioned notice of default.
- 9.3. In the event of termination of the Agreement by MAVEN at the expense of the Customer in accordance with Article 9.2, MAVEN shall be entitled to compensation equal to the compensation provided for in



Article 8.1, the foregoing in each case without prejudice to MAVEN's right to demand higher compensation, subject to proof of higher damage actually suffered.

- 9.4. The Agreement automatically terminates if the Customer is declared bankrupt or files for bankruptcy, or applies for protection against its creditors (in the latter case subject to the exclusion of this possibility by the relevant legislation).

10. MAVEN liability

- 10.1. Unless specifically stated otherwise, MAVEN is solely subject to a best efforts obligation.
- 10.2. MAVEN is liable only for its own wilful misconduct and for the wilful misconduct and gross negligence of its employees.
- 10.3. The Customer is obliged, under penalty of nullity, to notify MAVEN by registered letter of any fault in the Services within thirty (30) calendar days of establishing the alleged fault, except if the alleged fault is urgent, in which case the Customer is obliged, under penalty of nullity, to inform MAVEN in writing of the alleged fault immediately after establishing them. The Customer is in any case obliged, under penalty of nullity, to institute legal proceedings against MAVEN for alleged faults in respect of the Services within six (6) months of their being established.
- 10.4. Any complaint by the Customer shall not suspend his obligations (including his obligation to pay), nor shall it give the Customer the right to refuse receipt or payment of a Service, to terminate the Agreement without any compensation or to claim damages.
- 10.5. MAVEN shall not be liable for any damage resulting from the excavation and/or reinstatement of soil. The Customer acknowledges and accepts that the Services of MAVEN may have an impact on the stability and structure of the soil.
- 10.6. MAVEN is not liable for faults on the part of the Customer or one of the Customer's appointees, nor for any damage caused by the Customer's violation of his obligations under the Agreement, by incorrect or incomplete information or by violation of the applicable regulations.
- 10.7. MAVEN's liability is limited to direct damage and in accordance with mandatory liability legislation, including product liability legislation.
- 10.8. MAVEN is in no way liable for indirect or consequential damage, for example but not limited to damage to material or software of third parties, loss of data, loss of time, loss of customers, loss of profit, loss of income, increase in general costs, disruption of business, claims by third parties (for example, but not limited to customers of the Customer), late VAT or tax returns, reputational damage, loss of future savings, personnel costs, loss of (business) opportunities, loss of goodwill or any other form of economic damage.
- 10.9. MAVEN can under no circumstances be jointly and severally obliged to pay compensation to third parties.
- 10.10. MAVEN is not liable for damage to, loss of or theft of the supplies entrusted to it by the Customer.
- 10.11. In the event that MAVEN would be liable but the damage is aggravated by the Customer's actions or omissions, only the Customer shall be liable for the additional damage.
- 10.12. In any case, MAVEN's liability towards the Customer is always limited to (i) the amount paid by MAVEN's insurer or (ii), if MAVEN's insurer should fail to pay, the price for the Services provided that gave rise to the damage.
- 10.13. The liability of MAVEN shall be reduced by any compensation received by the Customer from third parties for the damage concerned.
- 10.14. Nothing in this Article 10 shall exclude or limit MAVEN's liability for physical injury or death.
- 10.15. If MAVEN is not at fault, only the Customer shall be liable to third parties for damages resulting from the performance of the Services.
- 10.16. The Customer must fully indemnify MAVEN in principal, interest and (court or attorney's) costs for all damages suffered by MAVEN due to a breach of the Customer's obligations, e.g. due to incorrect or incomplete information or due to a breach of applicable regulations.
- 10.17. The Customer must fully indemnify MAVEN and hold MAVEN harmless against all claims from third parties and authorities, e.g. on account of damages, fines or charges from the authorities, on account



of performance of the Agreement and on account of breach of the Customer's obligations, e.g. due to incorrect or incomplete information or due to breach of applicable regulations.

11. Force majeure

- 11.1. MAVEN is not liable for non-fulfilment, late fulfilment or improper fulfilment of (one of) its obligations that is the result of Force Majeure.
- 11.2. In the event of Force Majeure, the Customer is not entitled to any compensation from MAVEN for any reason whatsoever.
- 11.3. If a case of Force Majeure results in an interruption in the performance of the Services, the performance period will be suspended by operation of law for the duration of the interruption, increased by the time necessary to allow performance of the Services to restart, without MAVEN being any compensation to the Customer due.
- 11.4. In the event of Force Majeure, MAVEN and the Customer will immediately enter into negotiations regarding the consequences thereof.
- 11.5. Force majeure does not entitle the Customer to suspend payment of MAVEN's invoices.
- 11.6. In the event that a situation of Force Majeure lasts longer than eighteen (18) months, MAVEN will be entitled to terminate the Contract. In such case, MAVEN shall be entitled to compensation equal to the compensation provided for in Article 8.1 (b) and 8.1 (c).

12. Processing of personal data

- 12.1. MAVEN is responsible for the processing of personal data of the Customer in the context of the Agreement. MAVEN takes all appropriate technical and organisational measures to ensure that the processing of personal data of the Customer is in accordance with the applicable data protection legislation, including the GDPR.
- 12.2. MAVEN's privacy policy applies to the processing of personal data. It can be consulted at <http://www.maven-group.eu/docs/PrivacyPolicy.pdf>.
- 12.3. If and insofar as MAVEN qualifies with regard to the Customer as a processor of personal data, whereby it processes personal data of certain data subject on instruction and for the benefit of the Customer, MAVEN and the Customer will conclude a processing agreement within the meaning of Article 28 of the GDPR.
- 12.4. In any case and to the extent that the Customer is responsible for the processing of personal data under the Agreement, the Customer will comply with applicable data protection legislation, including the GDPR.

13. Intellectual Property Rights

- 13.1. All Intellectual Property Rights to or related to Services and/or creations that MAVEN has developed or that are created in any way in the context of performance of the Agreement, including but not limited to drawings, designs, plans, software (components), tools, applications, studies, prototypes, concepts, components, documentation and all materials, installations or equipment are the exclusive property of MAVEN.
- 13.2. No provision in the Agreement can be construed as a full or partial transfer of these Intellectual Property Rights to the Customer.
- 13.3. The Customer is not permitted to change, remove or make unrecognisable any indication of MAVEN's Intellectual Property Rights.
- 13.4. The Customer is not allowed to use or register any trademark, design or domain name of MAVEN or a corresponding symbol in any country, anywhere in the world.



14. Confidentiality

- 14.1. Any information exchanged between the parties under the Agreement that is considered confidential or that should reasonably be considered confidential must be treated in strict confidence and may not be used for any purpose other than the performance of the obligations under the Agreement. The Customer undertakes not to copy, reproduce or modify any confidential Information and not to communicate or disseminate any confidential Information to third parties without the written consent of MAVEN, with the exception of appointees, subcontractors or personnel who need direct knowledge of such for execution of the Agreement and who have signed a similar obligation of confidentiality.
- 14.2. Neither party is obligated to protect confidential information of the other party within the meaning of Article 14.1 if such information: (i) has been learned or acquired by the receiving party independently of the disclosing party, (ii) is or becomes publicly known without breach of the Agreement or (iii) is required to be disclosed as a result of a governmental obligation, court order or a law.
- 14.3. The confidentiality obligation in this Article applies for the duration of the Agreement as well as for five (5) years after its termination.
- 14.4. MAVEN and the Customer undertake that their personnel and appointees (including employees, subcontractors and independent employees) will fully respect this confidentiality obligation.

15. General provisions

- 15.1. The nullity, invalidity or unenforceability of one or more provisions of these General Terms and Conditions or the Agreement does not in any way result in the nullity, invalidity and/or unenforceability of the other provisions of these General Terms and Conditions or the Agreement. In the event that any of the provisions exceeds any statutory limitation, the relevant provision or part thereof shall not be void, but the parties shall be deemed to have agreed that this provision or the conflicting part thereof shall be reduced or limited to the maximum permitted under the applicable law, and any provision or portion thereof which exceeds these limits will be amended or replaced by operation of law with a valid clause as closely as possible to the intent of the parties.
- 15.2. The Customer is not entitled to transfer all or part of its rights and obligations under the Agreement to third parties without the written permission of MAVEN. MAVEN, on the other hand, has the right to transfer its rights and/or obligations under the Agreement to third parties, provided that this does not affect warranty coverage to the Customer. Where appropriate, this transfer will be enforceable against the Customer upon simple written notification by MAVEN, after which the latter will be released from its contractual obligations. In the event of the aforementioned transfer, the Agreement will continue to exist in full between the Customer and the third party.
- 15.3. The Customer guarantees that the provisions of the Agreement will be respected by its appointees and/or agents.
- 15.4. In no event shall any act or omission of MAVEN or any provision of the Agreement be deemed a waiver of any right to the detriment of MAVEN.

16. Applicable law and competent courts

- 16.1. These General Terms and Conditions and the Agreement are exclusively governed by Belgian law, to the exclusion of the Vienna Convention (CISG).
- 16.2. For any dispute that may arise between MAVEN and the Customer regarding the conclusion, interpretation, execution, suspension or termination of the Agreement or these General Terms and Conditions, only the courts of Antwerp, Antwerp division(s) are competent.