

Special terms and conditions installation works EcoBeam BV

Article 1. Site visits

- Unless the contract has been finally awarded, ECOBEAM may charge a "preliminary study budget". The exact amount will depend on the size, location and complexity of the project. These costs will automatically be deducted from the final offer as these works have already been carried out and paid for.
- A site visit is a snapshot. During execution of the works the situation may have changed, as a result of which the execution may not proceed according to the quotation made. EcoBeam BV does not bear any responsibility for this. We will inform you of the changes as soon as possible. After your approval, the works will be executed. If our personnel cannot proceed with the works, this waiting time will also be compensated by you.

Article 2. Safety

- The yard must be sufficiently accessible and passable for our machines and the ground must be sufficiently stable for safe installation of our machines. You must take the necessary precautions and responsibility for any KLIP application.
- It is the right of our technicians not to start or stop the works when it is not possible to work safely according to safety standards. We reserve the right to charge the effective hours, with the minimum number of hours as stated in our special conditions.
- EcoBeam BV is not responsible for surface damage.
- If attendance registration is required according to the compulsory attendance registration of the NSSO, we ask you to provide us with the workshop number in time as well as the method of registration to be used.

Article 3. Weather conditions

- It is difficult to estimate whether or not we will be able to work due to excessive wind. If the work cannot be started or continued because of this, we must charge for the effective hours, with a minimum of the number of hours mentioned in our special conditions.
- In case of black ice, snow and freezing temperatures, we may have to cancel the works. You will always be informed about this. EcoBeam BV is not responsible for the resulting costs.

Article 4. Terms of payment

- EcoBeam BV cannot be held responsible for consequential costs incurred due to late execution if they are due to force majeure (e.g. weather conditions, road works, strikes).
- Additional costs incurred due to changes in laws, government regulations, taxes, import and export duties, fees, premiums, etc. will be passed on to the client/customer.
- EcoBeam BV is entitled to unilaterally introduce the fuel surcharge in the event of a significant increase in fuel prices.
- If for any reason the yard cannot be executed/finished, the costs already incurred will be charged.

Article 5. Implementation

- We charge a flat minimum amount of € 300.00 (excluding VAT) if the works cannot be performed.
- We assume that the pre-existing situation functions in accordance with the AREI and also that there are no hidden defects.
- The price is valid for execution during business hours, unless expressly stated in the quotation. A supplement will be charged for work outside office hours.
- Obviously, the accessibility of our trucks is a prerequisite for carrying out the works. You are responsible for making the necessary arrangements to ensure that there is sufficient space to carry out the work.
- Please also note that we use heavy lifting cranes and aerial platforms. The yard must be sufficiently accessible and driveable for our materials. Also, the ground must be sufficiently stable for safe installation of the aerial platforms and/or cranes. You must include the necessary precautionary measures. Damages due to the instability of the ground are not at our charge.
- If we do not offer ground or feeder cable in the quotation, the cable must be calculated and installed according to AREI standards. Any re-inspection costs due to incorrect cable section will be billed to you.
- If you have given us cable type and/or cable sections, we have not calculated the ground/feed cable for this. In case of an incorrect cable type and/or section, it can be replaced by us at an additional cost.
- Trenching will be performed by you unless specifically stated in the quotation.
- Cables should come out of the ground at the locations where poles, bollard fixtures, ground spotlights and footpath boxes will be located in a loop of at least 4 meters, at wall and ceiling fixtures a minimum of 2 meters should be provided.
- We do not guarantee the inspection by a recognized body and delivery of an inspection certificate in accordance with Article 270 of the AREI, unless expressly stated in the quotation.
- Re-inspection costs that do not have to be incurred as a result of the work we have carried out cannot be charged to us. If we take the inspection for our account, you will be charged these additional costs.

- If posts are already provided (new or reused), we assume that these posts meet the necessary requirements. We are not responsible for possible damage caused by poles not installed by us. If the wiring in the pole and/or the connection box does not comply with the AREI, it will be replaced at your expense.
- When poles are removed, breaking up and/or repairing the paving and/or clinkers is not included in our quote. As is the removal and/or extension of cabling, unless specifically stated in the quote.
- Any waiting time will be charged.
- EcoBeam BV is not responsible for any damages.
- Waste disposal must be provided and paid for by the customer.

Permit and signage

- Any permits and signage will be provided by the client unless specifically stated in the quote.
- Before placing a crane or a boom lift on a public road, it is required by law to provide the necessary permits. These are provided by the client. The financial consequences (fine, lost working time, ...) for the absence of the necessary permit and/or signs are always recovered from the client. In case of any changes, we will contact you immediately to discuss the consequences together.
- We assume that you will provide us with a copy of the permit at least one day before the start of work.
- After the works, please set aside or move aside any signage still on the roadway/public domain and clear covered signs back
- make so that the original traffic situation is restored as soon as possible. Failure to do so may result in costs following police inspection/damage to equipment.

Road plates and bulkheads

- We will provide the necessary road plates for a fee. The price is on request and depends on several factors: number, type, rental time and location.

Article 6. Quotation

- Prices are valid for execution in one continuous phase, without interruption.
- If the quotation contains hourly rates, transportation costs and/or unit prices for supplying parts, settlement will be made on the basis of hours/days worked and materials used.

Date: 19/01/2024