

Terms and conditions for loan for use

1. Scope of Application

- 1.1. These terms and conditions (hereinafter "T&Cs") apply to the loan and the use of an equipment aimed at measuring the homogeneity of the mix between Dramix® steel fibres and the other materials used to make concrete (hereinafter referred to as the "Equipment"), for (i) the project and the site of use or (ii) the period of time, indicated in the Order Form.

The loan is made by **BEKAERT NV**, a company incorporated under the laws of Belgium and having its registered office at Bekaertstraat 2, at 8550 ZWEVEGEM, Belgium, registered in the Crossroad Bank for enterprises under the number 405.388.536 (The "Lender") to the person indicated in the Order Form (hereinafter referred to as "User").

- 1.2. The loan and the use are exclusively governed by these T&Cs and the provisions on the Order Form signed by both the Lender and the User, as supplemented by the provisions of substantive law of the Kingdom of Belgium, if not contrary to these T&Cs. Provisions of substantive Belgian law which are mandatory law shall prevail on the provisions of these T&Cs. Any change to the T&Cs or the Order Form shall only be valid if made in writing and signed by both the Lender and the User. The terms and conditions of the User are not applicable to the loan and the use of the Equipment, even if the User has informed the Lender that the User's terms and conditions apply to all its orders.

2. Delivery

- 2.1. Delivery of the Equipment shall take place at the address mentioned in the Order Form under "Delivery Site". Unless stated otherwise in the Order Form, the costs for the delivery of the Equipment to the Delivery Site are borne by the Lender (i.e. transportation cost, transport insurance, import and customs duties, port handling costs); costs associated with the return of the Equipment from the site of use back to the location of the Lender will be borne by the User. The User is responsible for obtaining all authorizations needed for the use of the Equipment in the country where it is intended to be used; the Lender does not guarantee compliance of the Equipment with regulations of that country.
- 2.2. The risks with respect to the Equipment shall be transferred to the User upon delivery. The Equipment has been tested before delivery and is delivered in good condition; any complaint regarding the state of the Equipment or its improper functioning must be sent in writing to the Lender within 24 hours after delivery of the Equipment to the User.
- 2.3. User has to arrange all necessary insurance policies for the risks due to responsibility towards third parties and towards the Lender and shall insure the Equipment against theft, destruction and any damage of whatever nature, for the term of the loan and for the present value of the Equipment (EUR 15.000 without VAT).

3. Installation, Use and Return of the Equipment

- 3.1. As soon the Equipment is delivered to the User, the User accepts all liability arising from its use of the Equipment.

The User is solely responsible for the transportation of the Equipment (e.g. from the Delivery Site to the Site of Use and/or the Storage Site, and from the Storage Site to the Site of Use and back to the Storage Site), for the installation and for the use of the Equipment and shall follow all instructions and indications contained in the technical documentation provided by the Lender together with the Equipment. That documentation shall be drafted in English.

- 3.2. All costs regarding the delivery, the installation, and the use of the Equipment shall be borne by the User.
- 3.3. The Equipment shall at all times be well protected from the elements and other sources of abnormal wear and damage and shall be cleaned properly, in accordance with the provisions of the technical documentation. The Equipment must be stored in a dry and protected environment.
- 3.4. Driving with vehicles or other machines when the Equipment is vested on it, is not allowed. By exception, manoeuvring vehicles to adjust their positioning is allowed, as well as moving vehicles from one point of the Site of Use to another point of the same Site of Use on short distances provided extra care is taken to avoid damages to the Equipment and shocks, especially on construction roads.
- 3.5. The measurements occur on the basis of a technique using electro magnetism. The User shall not use the Equipment near to a source of high voltage and/or high magnetism, neither in abnormal weather circumstances such as sub-zero temperatures. Electromagnetic compatibility and incompatibility are further described in the technical documentation.
- 3.6. The User shall keep exclusive possession of and control over the Equipment in its possession and shall effect and maintain adequate security measures to safeguard the Equipment from theft, and from access or use by any third parties.
- 3.7. If a project and/or a Use Site are indicated in the Order Form, the User shall use the equipment only for that project and/or Use Site. If a period of time is indicated in the Order Form, the User can use the Equipment for several projects and on several Use Sites located in the same country (i.e. the Country where delivery has taken place). In that latter case, and when requested by the Lender, the User shall immediately inform the Lender about the location of the Equipment.
- 3.8. When not in use, the Equipment shall be stored at a safe place under the control and responsibility of the User (Storage Site).
- 3.9. The Equipment is intended to measure the homogeneity of mixes with Dramix® steel fibres only. The User is not entitled to use the Equipment to measure the homogeneity of mixes with other steel fibres; if the Lender has a reasonable reason to believe that the Equipment is used for measuring the homogeneity of mixes with other steel fibres than Dramix®, the Lender is entitled to terminate the loan without any indemnification due to the User or period of notice, and to take back the Equipment.
- 3.10. The Lender is entitled to check the use of the Equipment by the User at all reasonable times and for that purpose and the purpose of verifying the discharge of the User's obligations, the Lender shall be entitled to enter any of the User premises (and so that the User hereby irrevocably licenses the Lender, its employees and agents to enter any such premises for any such purpose) and shall obtain all authorizations from third parties required to provide access to the Site of Use and Site of Storage.
- 3.11. The Equipment operates on rechargeable batteries according to the technical specifications. The average battery lifetime for a fully loaded battery is 8 hours under normal circumstances. The User

is responsible for (re)loading the Batteries, if needed. Loading is to be done on AC current at 220 V. Average loading time for a reload is approximately 4 hours. Batteries should be (re)loaded in full before use.

- 3.12. The User is not entitled to modify the Equipment, or to open or dismantle it. The Equipment contains a mobile phone SIM-card for data communication; the Lender shall under no circumstances disable the SIM-card, remove it from the Equipment, replace it or use it for other data transmission than the data transmission from the Equipment to Bekaert NV. The User is not granted any right to use the software enhanced in the Equipment apart from the Equipment. The Rent of the Equipment encompasses a personal (non-transferable) license of limited duration to use the Software as part of the Equipment, but only to the extent that such use is necessary for the use of the Equipment in accordance with the provisions of these T&Cs.
- 3.13. Upon the expiration or termination of this Agreement, the User shall return the Equipment cleaned and in perfect working order, to the Lender. All costs related to returning the Equipment to the Lender shall be borne by the User; these costs include all transportation costs and the costs for the transportation insurance, which shall cover the risks usually covered by that type of insurance; the value insured shall be at least EUR 15.000 without VAT.

Risks shall be transferred to the Lender only on delivery at the Lender's location indicated in the Order Form. The Lender has a period of 7 working days to control Equipment on damages and send the User a notice in case of damages.

4. Measurement data, reports and access to the Website

Measurement data

- 4.1. The measurement data provided to the User are as follows: fibre type if determined, date and time of the measurement, "relative fibre distribution" over the unload plotted in a chart utilizing moving averages. The User is obliged to provide additional input for measurement identification, data processing and reporting and some User input is mandatory and needs to be completed at least before the printing of the report; details about the input required are contained in the technical documentation. An "absolute fibre distribution" can also be plotted. It is calculated from the measured relative fibre distribution and specific User input. The User is responsible for the correctness of such data.
- 4.2. The Equipment is not intended to warn the User if the data measured are out of the homogeneity ranges applicable to the use of steel fibres and no alert will be displayed in that case: it is the task of the User to interpret the data measured by the Equipment.
- 4.3. The Equipment is not intended to warn the User if other steel mixes than Dramix® are used, about the type of Dramix used, and whether the quantity of products used is correct. It is the responsibility of the User to control which products are used and the quantity of products used.
- 4.4. Measurement data shall be sent by the Equipment to the servers of the Lender when the unload of the truckmixer is completed and Equipment is detached from the Shute. The Measurement data will then be made available for the User at least in English on the following website operated by The Lender: <http://eyed.dramix.com>, or any other website indicated by the Lender (hereinafter "Website"). The User shall take all necessary measures to get access to the Website, at its costs. Measurement data shall also be available directly from the equipment through a local WIFI connexion.
- 4.5. No data transfer to the Website will be available if the Equipment is not used in an area where

reliable mobile phone services are available. In that case, measurement data will only be available through a local WIFI connexion.

- 4.6. Measurement Data shall remain available for viewing on the Website for a period of 90 days as from the end of Loan Term (hereinafter: "*Measurement Data Retention Period*"). If the Loan Term is extended within the Loan Term, the Measurement Data Retention Period of all new measurements will be based on that new Loan Term.
- 4.7. The User is not entitled to make copies of the measurement data made available for viewing on the Website (e.g. snapshots of screen containing the measurement data).

Measurement report

- 4.8. The measurement data will also be available on the Website for downloading as PDF reports (hereinafter "*Measurement Report*").
- 4.9. Measurement data shall remain available for downloading as part of Measurement Report until the Measurement Data Retention Period has ended. The Lender is entitled to delete the Measurement Data after the end of the Measurement Data Retention Period; by exception to article 4.6., the Lender is also entitled to delete the measurement data as soon as a Measurement Report containing these data has been downloaded.
- 4.10. The User can only provide Measurement Data to third parties as part of Measurement Reports. Any Measurement Report handed over to a third party must be complete (as downloaded from the Website), without any changes, additions or deletions; it must include any disclaimer and other indications printed on the original Measurement Report: under no circumstances shall these disclaimers and indications be modified or deleted.

Access to the Website and Availability of the Website

- 4.11. The access to the measurement data and measurement reports made available on the Website or through local WIFI connexion are secured by the use of (i) a Customer ID, (ii) an operator PIN for the equipment and (iii) a password for the website and for the local WIFI respectively (hereinafter referred to as the "Credentials").

After signature of the Order Form by both parties, an email containing the Credentials shall be sent on the Lender's behalf to the User's email address indicated in the Order Form. The User shall take all measures to secure the access to the Credentials, including access to the mailbox linked to the email address indicated in the Order Form.

The Credentials are confidential and the User is liable for any use of the Credentials.

Upon receiving the Credentials, the user should change the password and PIN to a password and a PIN of his own choice. If that password or PIN gets corrupted, stolen, compromised or forgotten, the User shall immediately inform the Lender and request new Credentials from the Lender.

- 4.12. The User shall take all measures needed to get access to the Website or the Equipment, including the purchase of devices and (mobile) telecommunication services needed to access the internet, and bear all associated costs.
- 4.13. The Lender undertakes its best efforts to have the Website online on a 7/7 days and 24/24 hours basis. By exception, the Website or the availability of measurement data may not be available as a result of maintenance operations on the Website or as a result of events which are not under the control of the Lender, such as power failure, attacks from third parties on the IT system of the

Lender, etc. If the User notices that the Website, data measurement or measurement reports are unavailable, the User shall immediately send a written notice to the Lender with all related information. In case the website cannot be accessed, relative measurement results can be accessed through the local WIFI of the equipment. Previous measurement results can be accessed as long as no other customer ID is used for log-on and if no measurements are made without a customer being logged-on more than 3 hours after the last measurement.

5. Rental price

- 5.1. The User shall pay the rental price mentioned in the Order Form.
- 5.2. Unless indicated otherwise in the Order Form, the payment of the rental price shall occur as follows: 30 days date of invoice; for long term loans (> 1 month), monthly invoices will be issued at the beginning of every month. If the rental price is not paid on time, or not entirely, the Lender remains entitled to (i) prevent access to the Measurement Data, and/or (ii) prevent the Equipment to make measurements and/or (iii) receive payment of the interests and penalties foreseen in the Lender general terms of sale.

6. Warranty

- 6.1. The User shall make a transfer to The Lender within 30 (thirty) days after signing the Order Form but before the Equipment is shipped, for a total amount of € 2.500,00 (two thousand five hundred EUR), constituting in this way a warranty deposit. The sum will be reimbursed to the User after the Equipment has been returned in good condition.

7. Ownership

- 7.1. The Lender is and remains the owner of the Equipment. The User shall take all measures useful to protect the proprietary rights of the Lender on the Equipment and shall inform third parties about these rights, including any measures as may reasonably be requested by the Lender. The Lender shall not remove, cover or modify marks or indication of ownership affixed on the Equipment.
- 7.2. The User shall not mortgage, lend or sublet the Equipment to third parties, nor restrict in any other way the Lender's ownership rights upon the Equipment. In the event that the User is subject to judicial recovery proceedings, liquidation or bankruptcy, the Lender has the right to take the Equipment back without notice. The User hereby authorizes the representatives of the Lender to enter upon the User's premises where the Equipment is located for the purpose of repossessing the Equipment.
- 7.3. The User is the owner of the measurement data. The Lender shall not disclose the measurement data to third parties. The Lender is however entitled to use the measurement data for research purposes after these data have been anonymized (data will be considered anonym when they are not linked to a specific Client or project). The Lender is also entitled to disclose the measurement data to judicial and administrative authorities, without notice to the User, upon request of such authorities, provided the Lender has not already deleted or anonymized such data (see article 4.9.).

8. Liability

- 8.1. The Equipment made available to the User by the Lender is in good condition and has been carefully inspected and tested before delivery. The Lender is not liable for accidents that might occur in relation with the installation or the use of the Equipment. The Equipment complies with the EU rules on safety for that type of equipment.
- 8.2. The User acknowledges that it has sufficient technical knowledge as to correctly use the Equipment

on a professional way and shall ensure that the Equipment is only used in a proper manner by competent trained employees.

- 8.3. The Lender shall not be liable for incorrect measurement data caused by improper use of the Equipment, or external factors, including use of the Equipment in circumstances mentioned in article 3.5., the presence of other equipment that may interfere with the measurements by the Equipment. The Lender shall neither be liable in case of measurement of other fibres than Dramix® fibres.
- 8.4. The Lender is not liable for the non-availability and for the loss of measurement data caused in whole or in part by (i) problems related to the data transmission by the Equipment (including problems with mobile telephone service operators) or improper use of the Equipment; (ii) problems of Website availability or loss of data stored by the Lender caused by third parties actions such as viruses, computer attacks and hacking, (iii) unforeseen circumstances such as adverse weather conditions, fire, flood, strikes.
- 8.5. Up to the maximal extent allowed by law, the Lender shall only be liable in the event of fraud of in the event of serious fault on its side.
- 8.6. If problems arise with the measurements made by the Equipment (absence of measurement, incorrect measurement by the Equipment), the Lender shall only be liable if the problems are caused by a default in the Equipment that should have been obvious for a normally cautious manufacturer of that type of equipment (and not caused by improper use or external factors), and only if the User sends a written notice of the problem to the Lender and the problem has not been solved within a reasonable period of time after date of notice. Errors of measurement within a margin of 10 % (calculation to be made on the measurement for a complete truck mixer) will not be considered as errors.
- 8.7. Where the Lender would be liable by application of a provision of mandatory law, the Licensor's liability shall in any event be limited to the total and aggregated amount of the rental price of the Equipment paid by the User under a specific Order Form, for all damages caused in relation with the loan of the Equipment under that specific Order Form.
- 8.8. In any case, the Lender shall never be liable for losses of profits, business or anticipated savings, loss of data, damages to hardware, damage to the User's image or reputation, damages to third parties, or for any indirect or consequential loss or damage whatsoever even if the Lender has been advised of the possibility thereof.
- 8.9. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, or otherwise all of which are hereby excluded to the fullest extent permitted by law.
- 8.10. The Lender shall not be liable for any delay in performing any of its obligations hereunder.

9. Data Security

- 9.1. Transmission of measurement data from the Equipment to the Lender, and from the Lender to the User, are not encrypted. The Lender is not liable in case of interception of these data by third parties.
- 9.2. The User shall not impair the transmission of the measurement data to the Lender, nor shall it intercept the transmission of these data to the Lender.

- 9.3. The Lender shall take reasonable measures as to avoid unauthorized access to the measurement data of the User stored by the Lender.

10. Loan Term

- 10.1. The loan shall commence and shall expire on the dates mentioned on the Order Form (“Loan Term”). Any extension of the term may be requested by the User by notice addressed to the Lender at least 2 (two) weeks before the expiration date, without the Lender being able to guarantee its consent thereto. Provided the Lender agrees in writing on an extension of the Loan Term, that additional period of time shall be included in the Loan Term and the Rental Price shall be adapted accordingly; the conditions of these T&Cs shall further apply.
- 10.2. In the event that the User breaches or fails to comply with any provision of these T&Cs, and User has been sent a written notice of the failure or breach, by the Lender, specifying the default/breach and the default/breach has not been remedied within 3 (three) days from the date of notice, the Lender shall be entitled to terminate the loan and to take the Equipment back without any further notice. The User hereby authorizes the Lender to enter upon its premises where the Equipment is located for the purpose of repossessing the Equipment.

The Lender is also entitled to terminate the loan without payment of any indemnification or notice period if a third party claims the use of the Equipment is infringing its intellectual property rights. In that case, the part of the Rental Price that corresponds to the period of time for which the User cannot use the Equipment (because of the early termination) will be reimbursed by the Lender to the User, provided that part of the Rental Price had already been paid by the User.

11. Notices

- 11.1. Any notice to be sent in writing to the Lender or to the User shall, to be valid, be done by fax at the number indicated in the Order Form with proof of sending, or by email to be sent to the email address indicated in the Order form with proof of receipt. Any notice may also be sent by registered mail with proof of receipt. The date of notice shall be in each case the day indicated on the proof of receipt.

12. Forum

- 12.1. All disputes between the parties concerning the validity, the interpretation or the performance of this Agreement, and which the parties have not been able to settle in an amicable way, shall be settled by the courts having jurisdiction over the Lender.

13. Miscellaneous

- 13.1. If any provision of this T&Cs is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and (i) provided that the fundamental terms and conditions of these T&Cs and the loan remain legal and enforceable, the remainder of these T&Cs and the loan agreement shall remain operative and binding on the parties, or (ii) the Lender can choose to terminate the loan agreement between parties with immediate effect (in which case the Equipment shall immediately be returned to the Lender and the part of the Rental Price that corresponds to the period of time for which the User cannot use the Equipment (because of the early termination) will be reimbursed by the Lender to the User, provided that part of the Rental Price had already been paid by the User).
- 13.2. The fact that the Lender does not exercise any of the rights he is entitled to under these T&Cs, shall not be considered as a waiver of that right.