



BNP PARIBAS FORTIS SA/NV GENERAL PURCHASE CONDITIONS (GOODS & SERVICES)

1. PREAMBLE

1.1. Applicability

These General Purchase Conditions are applicable to consultations (requests for proposals or other similar procedures), offers (as a reaction to a request for proposal or otherwise) as well as to agreements having in scope Orders for Goods and/or Services, by a Customer.

1.2. Definitions

In this document, the words and expressions mentioned below shall have the following meanings:

- **Agreement:** the contractual document(s) setting forth the parties' obligations and responsibilities with regard to the Goods and/or Services, including but not limited to these General Purchase Conditions, any Appendices and any addenda.
- **Appendix/Appendices:** enclosures being, supplements or additional explanations of the Agreement which are a part of this Agreement.
- **Authorised Representative:** the natural person(s) who is (are) allowed to lawfully represent a Customer.
- **ACPR:** means the *Autorité de Contrôle Prudentiel et de Résolution*.
- **BRRD:** means Directive 2014/59/EU as amended from time to time.
- **BRRD Framework:** means the BRRD and SRMR as well as (i) any policies, implementing measures, guidelines, Q&A or other guidance relating to the BRRD or the EU State Aid regime issued by the Commission, the EBA, the ECB or the SRB and (ii) any legal or regulatory measures implementing or otherwise providing guidance on BRRD under the laws of any EEA Member State. References herein to provisions of the BRRD shall be understood to include references to the measures described in items (i) and (ii) above which relate to those provisions.
- **Customer:** BNP Paribas Fortis NV or any other entity belonging to the Group issuing the request for proposal or subscribing the Order.
- **Confidential Information:** all information and/or data with regard to the Supplier's relationship with the Customer, the Agreement, the Customer's business, staff, clients, affiliates and suppliers, the Customer's internal regulations and ways of working, buildings and equipment, the designs, plans, diagrams, outlines, the functioning of the hardware, the files, the software and any of the Customer's assets which come to the Supplier's knowledge in any way.
- **Data Protection Legislation:** any and all applicable rules and provisions regarding the processing of personal data including – but not limited to EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" or "GDPR").
- **Deliverables:** the result of the Services to be delivered by the Supplier or any of its subcontractors pursuant to the Agreement.
- **General Purchase Conditions:** the present general purchase conditions.
- **Goods:** movables supplied or to be supplied to the Customer pursuant to or in connection with the Agreement.
- **Group:** the group of companies BNP Paribas Fortis SA/NV belongs to. BNP Paribas Fortis SA/NV is a public company with limited liability under Belgian law (*société anonyme/naamloze vennootschap*), VAT-number BE 0403.199.702, RPM Brussels, having its registered office at 1000 Brussels, Montagne du Parc/Warandeborg 3. The notion of Group shall be interpreted in accordance with the meaning of group as defined in article 2, § 12 of European Directive 2002/87/EC of 16 December 2002.
- **Intellectual Property Rights:** (a) copyright, patents, database rights and rights in trademarks, designs, know-how and trade secrets (whether registered or unregistered); (b)

applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

- **NBB:** National Bank of Belgium.
- **Normal Business Hours:** the normal business hours are from 09.00 to 16.00 hours on a Working Day.
- **Order:** the Customer's ordering document for Goods and/or Services, which can take the form of a purchase order or a Statement of Work.
- **Relevant Persons:** the Supplier's Employees who, in the course of their assignment to the Customer, may either have a conflict of interest, have access to inside information concerning issuers of financial instruments or financial instruments, or to information relating to orders from the Customer's clients, or have access to other confidential information relating to clients of the Customer or to transactions with clients of the Customer or on behalf of clients of the Customer. This in accordance with the Delegated Regulation 2017/565 and local regulatory provisions setting out the organizational requirements, rules, duties and modalities applicable pursuant to the Market in Financial Instruments Directive 2014/65/EU.
- **Resolution Authority:** means the Single Resolution Board, the ACPR, the NBB, any other EEA or non-EEA authority acting as a "resolution authority" as defined in article 2(1)(18) BRRD or "group-level resolution authority" as defined in Article 2(1)(44) BRRD or otherwise adopting or participating in the adoption of any Resolution Measure.
- **Resolution Measure:** means a Crisis Management Measure (as defined in Article 2(1)(102) BRRD), a Crisis Prevention Measure (as defined in Article 2(1)(101) BRRD), a Suspension Measure (as defined in Articles 33a, 69, 70 or 71 BRRD), or any equivalent or similar measure under the BRRD Framework or any equivalent or similar non-EEA resolution framework.
- **Sanctions:** any economic or trade sanctions, asset freezes or other restrictive measures applied by BNP Paribas including those enacted, administered, imposed or enforced by the United Nations, the European Union, France, Belgium and the United States.
- **Schedule:** an Appendix that describes (part of) the content of the Services to be performed.
- **Service:** all services, either material or intellectual, and the Deliverables that are delivered by the Supplier or any of its subcontractors pursuant to the Agreement.
- **Statement of Work:** a document with the full description of the Products and/or Services to be provided by the Supplier.
- **Supplier:** the vendor; the service provider or the contractor entering into an Agreement with the Customer.
- **Supplier's Employees:** any of Supplier's staff, employees, officers, subcontractors, consultants, temporary workers, interns, holiday workers and work study trainees and/or the independent consultants working under the responsibility of the Supplier for the provision of the Services.
- **Working Day:** all days of the week except for Saturdays, Sundays, Belgian public holidays, and (sector-based) holidays which are applicable to the Customer.

1.3. Interpretation

No provision of these General Purchase Conditions or of the Agreement shall be interpreted adversely against a party solely because that party was responsible for drafting that particular provision. Words denoting the singular shall include the plural and vice versa. Grammatical variants of a defined term shall have the meaning set out in the relevant definition as adjusted to reflect reasonably the variance and the context of the use of the variant. The words "include", "included" or "including" are used to indicate that the matters listed are not a complete enumeration of all matters covered. References to articles are references to articles in these General Purchase Conditions, unless indicated otherwise. The headings in these General Purchase Conditions and in the Agreement are for construction purposes as well as for reference.

2. GENERAL PURCHASE CONDITIONS APPLICABLE TO ORDERS FOR BOTH GOODS AND SERVICES

2.1. Consultations and offers

The issue of a consultation (a request for proposal or other similar procedure) is optional. It shall in no way result in the conventional application by the parties of the regulations on public tenders. The Customer shall not enter into any engagement by issuing a consultation:

- The consultation does not constitute any engagement on the Customer's part, neither contractually nor extra-contractually;
- The Customer has the right to withdraw the consultation or to change its conditions, at any moment and without previous notice and without compensation.
- The Customer preserves the right to enter into an agreement at its own discretion with the supplier of its choice, tenderer or not, and without being obliged to motivate or justify this choice;
- The tenderer that was not elected shall in no way be entitled to claim damages at the Customer's expense.

Offers issued by a tenderer or the Supplier are considered to be irrevocably binding for a period of at least ninety days, starting from the date of receipt by the Customer, unless agreed otherwise in writing.

The tenderer or Supplier acknowledge that these General Purchase Conditions have been notified to him by e-mail prior to or at latest at the time of the issuance of a(n) consultation or offer or prior to or latest at the time of the conclusion of an Agreement.

2.2. Conclusion and proof of the Agreement / Nature of the Agreement

2.2.1 Conclusion and proof of the Agreement

The Agreement is concluded by the Supplier's acceptance of the Customer's Order. If the Order is issued after the offer of the Supplier, the Order shall be considered accepted by the Supplier if it is fully in accordance with the Supplier's offer and if it is issued within the acceptance term foreseen in the offer.

The acceptance by the Supplier may be explicit or tacit. In any case, the mere act of delivery of the Goods or the start of the execution of the Services is considered to be an acceptance of the Order by the Supplier. An Order is also considered to be accepted if the Supplier did not reject said Order in writing within five Working Days from its sending date. In case the Customer requested a confirmation in writing from the Supplier, the Agreement shall not be concluded until the Customer receives this confirmation.

To validly bind the Customer, the Agreement shall be signed by an Authorised Representative. As a result, oral Orders or Orders in writing which are not signed by an Authorized Representative shall in no way bind the Customer.

2.2.2 Nature of the Agreement

In general, the Agreement is concluded at a fixed price; consequently, the Supplier may not charge any supplements, additional payments or surcharges after the conclusion of the Agreement. The Agreement may however stipulate deviations.

The contractual obligations of the Supplier are an "*obligation de résultat*".

2.3. Components of the Agreement – Priority order

The Agreement may consist of the following components, whereby the descending order of priority shall apply:

- The body of the Agreement;
- Appendices (other than Schedules) issued by the Customer including the BNPPF General Purchase Conditions;
- Schedules;
- Orders.

The conflicting clauses, which are put aside pursuant to the order above, are considered to be null and void, and as a result shall in their turn not prevail over other clauses which would be in a lower rank pursuant to same order.

2.4. Application of the General Purchase Conditions

The parties declare and confirm that each clause of these General Purchase Conditions is proportioned to the whole of the other clauses, that the rights and obligations arising from these General Purchase Conditions are in line with market practices and create a fair balance between both parties and that the Supplier has had an

opportunity to negotiate the clauses and have an influence on their content.

The acceptance and/or the execution of any Order shall constitute irrefutable proof that the Supplier agrees without reserve with the present General Purchase Conditions.

Deviations from these General Purchase Conditions are valid only if and insofar these deviations are agreed upon explicitly and in writing. If parties agree in writing to make deviating clauses to these General Purchase Conditions, these General Purchase Conditions shall for the rest remain into force, even if this is not expressly stated.

2.5. Delivery

2.5.1 Contractual term of delivery

The contractual (delivery) terms and/or schedules shall be stipulated in the Agreement and are absolute deadlines. All deliveries of Goods and/or Services shall be executed on a Working Day, during the Normal Business Hours.

The Customer has the right to postpone the contractual delivery date with a three Working Days prior notice.

The Customer may grant the Supplier an extension of the contractual (delivery) term, if an outside cause not imputable to the Supplier prevents the delivery within the said term. Except for cases of extension of the contractual delivery date at the Customer's request, the Supplier shall promptly inform the Customer of the causes which prevent the delivery within the contractual term of delivery. The Supplier shall forthwith confirm this information by registered mail, and shall propose an alternative term. The Customer shall give the Supplier notice of its decision in writing.

The moment of delivery shall be the time at which the Goods are delivered at the site indicated by the Customer, and are completely at the Customer's free disposal. If the assignment consists of the execution of Services, the moment of delivery shall respectively be the time at which the Deliverables are completed or provided.

2.5.2 Object and location of delivery of Goods and/or Services

The object of the Goods and/or Services to be delivered by the Supplier, as well as the delivery address and the delivery site shall be specified in the Agreement.

2.5.3 Removal and disposal of waste

On the day that the Supplier delivers or installs the Goods, except if the Goods are taken in stock by the Customer, or performs the Services, the Supplier will take back the packaging materials. The Supplier will see to it that these packaging materials will be removed and disposed of in conformity with the then current regulations.

2.5.4 Documentation

The Supplier has the obligation to provide the Customer, in writing or electronically, with all information (among other things, the product's compounds), documentation, data etc., which the Customer reasonably needs in order to have the optimum use of the Goods and/or Services. This information, documentation etc. shall be provided in the language(s) requested by the Customer. The Supplier also has the obligation to render all supplementary Services necessary to enable the Customer to have the optimal use of the Goods and/or Services. Connected costs shall be included in the price as mentioned in the articles 2.2.2 and 2.6.

2.5.5 Moratory compensation

In case the contractual delivery term is exceeded, whether or not extended pursuant to the stipulations above, the Supplier shall incur, ipso iure and without prior serving notice, all damages to be calculated according to the following formula, while the resulting amount shall not be less than EUR 125,00 (one hundred and twenty five euro):

$C = P \times D / 200$, where

C = the amount of the compensation;

P = the price, excluding VAT, of the Goods and/or Services delivered late;

D = the amount of calendar days of the delay.

In case of termination of the Agreement, the moratory damages shall apply until the day the termination comes into effect.

2.6. Price

The agreed price is fixed, final, irreversible, and expressed in euro.

With the exception of VAT, the price is considered to include all fiscal and other charges concerning the Goods and/or Services, as

well as costs for the production, the delivery, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Goods and/or Services at the site indicated by the Customer. This list is indicative, not exhaustive.

The sums due by the Supplier to the Customer, for whatever reason, shall, as a settlement of debts, be deducted from the purchase price; this clause is particularly relevant to the damages clauses provided in the present General Purchase Conditions.

2.7. Payment

Customer shall pay all undisputed invoices within thirty (30) days of receiving a legally valid invoice; a legally valid invoice is an invoice compliant with legal requirements, among others with VAT requirements.

Invoices must be sent to the address specified in the Agreement and must at least contain the following references, without prejudice to any relevant legal requirements:

- The purchase order number;
- The date and place of delivery;
- The name, identification number and unit price of each article;
- The overall price, excluding VAT, expressed in euro.

Any invoice that does not comply with the requirements specified in this article shall be returned to the Supplier for the issue of a credit note and shall consequently in no way give rise to claims for interest on overdue payments. The Supplier shall provide a revised invoice to the Customer.

The Customer may withhold payment of an invoice in whole or in part if it disputes the invoice in good faith. During any such dispute, the Supplier shall continue to provide the Goods and/or Services in accordance with the Agreement.

The invoice must be sent in pdf format to the following email address: invoiceprocessing@bnpparibasfortis.com. In that case, the following directives must be complied with:

- only one invoice per PDF-file and per e-mail, where the first page of the PDF-file has to be the invoice. Any attachment have to be sent in PDF-format in the same e-mail as the relevant invoice;
- no paper invoice may be sent anymore;
- the e-mail has to be sent directly from an e-mail address that clearly belongs to the Supplier.

The Supplier may send a mail to Vendorrelations@bnpparibasfortis.com for its questions on invoices.

If the Customer fails to pay an undisputed amount timely, the Supplier shall be entitled to charge interest for overdue payment to the rate applied by the European Central Bank to its most recent main refinancing operation, carried out before the first calendar day of the half-year in question, increased by 4 per cent. This interest rate applied by the European Central Bank to its most recent main refinancing operation shall be interpreted in conformity with article 2 (7) of Directive /35/2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions.

Any payment(s) by the Customer shall not be construed as acceptance by Customer of any Goods or any Services or any part of them.

2.8. Intellectual Property Rights

2.8.1 Property

All Intellectual Property Rights belonging to a party prior to the Agreement shall remain vested in that party.

With the exception of commercial off-the shelf software products, and unless explicitly otherwise agreed upon in writing, all Intellectual Property Rights in or to Deliverables shall be assigned to the Customer unconditionally and immediately upon their creation. The Customer grants to the Supplier with the right to sub-license to any subcontractor of the Supplier a royalty-free, worldwide, non-exclusive, non-transferable licence to use the Deliverables free of charge during the term of the Agreement to the extent that such use is necessary to provide the Services.

The Supplier hereby irrevocably acknowledges that all Intellectual Property Rights to data or any other information transferred by the Customer to the Supplier shall remain vested in the Customer. The Customer grants to the Supplier with the right to sub-license to any

subcontractor of the Supplier a royalty-free, worldwide, non-exclusive, non-transferable licence to use such data or any other information free of charge during the term of the Agreement to the extent that such use is necessary to provide the Services.

2.8.2 Indemnity

The Supplier shall indemnify the Customer against all claims instituted for any liability arising out of an (alleged) infringement of Intellectual Property Rights caused by the use of the Goods or Services. The Customer shall immediately notify the Supplier of such claim.

In case the Customer has to cease the use of the Goods and/or Services or components thereof pursuant to such claim or to a judicial decision thereon, the Supplier shall, at its own expense and in consultation with the Customer:

- Either obtain on behalf of the Customer a right to continue the use of the Goods and/or Services under the terms set forth herein;
- Or adjust or replace the Goods and/or Services without any material impact on their functionality in order to end the infringement;
- Or take back the infringing Goods or discontinue providing the infringing Services and credit the Customer for amounts paid pursuant to the Contract;

all without prejudice to the Customer's right to full compensation for damages suffered by him.

The obligations stipulated in this article 2.8 shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

2.9. Trademark

The Supplier may not use the Customer's and / or Group's logos and trademarks or use the Customer as a reference without an express prior written approval of the Customer.

If the consent of the Customer for the use of a trademark or logo is given, the Supplier has to follow the guidelines and instructions of the Customer concerning this use.

In case of violation of this present article, a fixed compensation shall be due by the Supplier, ipso iure and without prior given notice, amounting 25.000,- EUR. This amount will be increased, if necessary, by sufficient sums to compensate all damages without prejudice to any other rights the Customer may have by law or under the Agreement. The Supplier must immediately stop the unauthorized use of the trademark..

The obligations stipulated in this article 2.9 shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

2.10. Common practice, and compliance with the current laws and regulations

All Goods must be produced in conformity with, and all Services must be provided according to common practice and in accordance with technical, professional and ethical standards customary to the trade. "Common practice" refers to the standards of professional skill applied knowledgeably and thoughtfully in conformity with trade custom and with the state of the art.

The Supplier must be able to submit the necessary certificates of conformity and origin.

The Supplier warrants that the Goods and/or Services provided by it comply with and are produced in compliance with all applicable local, regional, national and European regulations, standards and laws, including safety and environmental requirements, as well as the regulations, standards and laws of the country where the Goods are produced, used and/or delivered.

The Supplier guarantees that the Goods and/or Services do not result from child or hard labour or slavery, or from illegal trade.

In relation with the provision of the Services, the Supplier shall be solely responsible for the observance and enforcement of all current regulations, standards and laws, either in force or to be implemented during the execution of the Agreement, especially those concerning personnel, environment and fiscal matters.

The Supplier shall fully indemnify the Customer for all fines, penalties and/or sanctions or other losses resulting from violations or breaches resulting from the Supplier's omission, default or negligence of its foregoing contractual obligations.

2.11. Code of Conduct and Sustainability

The Supplier has taken good note of the BNP Paribas Fortis Code of Conduct for Supplier and Vendors, including the Sustainable Sourcing Charter available at the following address [sustainable_sourcing_charter_eng_final.pdf \(group.bnpparibas\),https://group.bnpparibas/en/you-are/supplier](https://group.bnpparibas/en/you-are/supplier) and undertakes to comply with the supplier commitments that are set out therein. This undertaking is without prejudice to any more stringent undertaking or commitment about the same subject matter in the Agreement. The Supplier will inform the Customer immediately if it becomes aware of any non-compliance of its company with the BNP Paribas Fortis Code of Conduct for suppliers and vendors.

The Supplier must amongst others:

- Pro-actively report on environmental and/or social effects of (the use of) their Goods or Services, either by themselves or in combination with other goods or services;
- Minimize such effects even if not specifically requested by the Customer and to provide the Customer with all information necessary to establish the consequences of such effects.

2.12. Confidential Information

The Supplier must keep all Confidential Information obtained by it during consultations, negotiations, and during the realisation and the execution of the Agreement confidential. and shall use such Confidential Information in a secure manner and solely for the provision of the Goods and/or Services.

The Supplier shall impose the obligation of confidentiality as described here on all persons employed by it or called in by it for the fulfilment of its obligations prior to any access to such Confidential Information. The Supplier shall, at the Customer's first request, provide the Customer with all relevant requested documents- including confidentiality statements- in order to enable the Customer to ascertain whether the Supplier fulfilled its confidentiality obligations.

The Supplier must also take all other reasonably necessary confidentiality measures in order to prevent third parties from gaining knowledge of Confidential Information as described in this article, among which safety measures, while the Supplier shall retain such Confidential Information no longer than necessary for the fulfilment of its contractual obligations.

It is agreed that the confidentiality obligations shall not apply to information that:

- (a) At the time of disclosure was in the public domain (other than as a result of a breach of the Agreement); or
- (b) Is disclosed to the Supplier by a third party who is not in breach of any obligation of confidentiality; or
- (c) Is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any decision of any court of competent jurisdiction; or
- (d) Is independently developed by the Supplier, without any reference to any Confidential Information.

If one of the abovementioned exceptions applies, the Supplier will in all cases refrain from performing any acts, which are potentially detrimental to the name and reputation of the Customer.

In case of violation of this present article 2.12, a fixed compensation of 25.000, - EUR shall be due by the Supplier, ipso iure and without prior given notice. This amount will be increased, if necessary, by sufficient sums to compensate all damages, without prejudice to any other rights the Customer may have by law or under the Agreement.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

2.13. The Supplier's Employees

2.13.1 General

The Supplier shall bring in the necessary trained and experienced Supplier's Employees (including its organisation's technical and managing staff) for the delivery of Goods and/or the provision of Services.

The Supplier warrants, to the extent permitted by law, to verify that its Supplier's Employees are of impeccable behaviour and have never damaged the trust placed in them by violating criminal laws.

The Supplier's Employees must have the required training and skills for the correct performance of the Agreement; if not, the Customer may request their substitution.

The Customer may without justification request the substitution of Supplier's Employees who are unsuited to its opinion. In the aforementioned situation, the Supplier shall immediately substitute the Supplier's Employee qualified as unsuitable by the Customer.

The Supplier will not substitute any Supplier's Employee initially assigned to the Agreement without the Customer's prior agreement.

The Supplier will only assign persons of whom it has ascertained that the fiscal, social and administrative obligations were fulfilled. At the first request of the Customer, the Supplier will also deliver a certificate to prove it has fulfilled these obligations. The Supplier will indemnify the Customer against claims from authorities entrusted with the enforcement of fiscal, social and administrative legislation.

The use of the Customer's staff by the Supplier in the fulfilment of its obligations will be at the Supplier's risk and expense.

2.13.2. Guidelines for service providers on assignment at BNP Paribas Fortis

The Customer has set out specific instructions for external staff on assignment to its departments and/or infrastructures (hereafter the "Guidelines for service providers on assignment at BNP Paribas Fortis"). These guidelines contain ethical rules relating in particular to the obligation of Supplier's Employees to report any conflict of interest which may affect them personally.

The Supplier undertakes to supply, on request from the Customer, any information that the Customer considers useful to obtain in order to enable it to ensure that the Supplier's Employees comply with the Guidelines for service providers on assignment at BNP Paribas Fortis.

The Supplier undertakes to ensure that the Guidelines for service providers on assignment at BNP Paribas Fortis are duly completed and signed by the Supplier's Employees, prior to their participation in the performance of the Services, and to keep the signed documents for a minimum period of five (5) years from the end-date of each assignment stipulated in the Agreement.

In case of doubt concerning the application or interpretation of the Guidelines for service providers on assignment at BNP Paribas Fortis, including the ethical rules, or in case of doubt regarding the decision to be taken upon receipt of a notification from a Supplier's Employee, the Supplier shall seek the Customer's opinion before reaching a decision.

2.14. Anti-bribery

2.14.1 Representations

Neither the Supplier nor any of its subsidiaries, directors or officers, nor any affiliate, agent or employee of it, has engaged in any activity or conduct which would violate Sanctions or any applicable anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules. The Supplier has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules. The Supplier represents and warrants that neither it nor any of its counterparties (including its sub-contractors), affiliates or employees will take any action that might cause Customer to be in violation of (i) Sanctions, or any applicable anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules and (ii) BNP Paribas' Group Financial Security Program, available on its website. Neither the Supplier, any of its subsidiaries, directors or officers, nor, any affiliate, agent or employee of it is an individual or entity (a "Person"), that is, or is owned or controlled by Persons that are: (i) the target of any Sanctions (a "Sanctioned Person") or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (a "Sanctioned Country").

2.14.2 Covenants

The Supplier shall comply with Sanctions, any applicable anti-money laundering, counter-terrorist financing, anti-bribery and anti-corruption laws (including the French "Sapin II" law, the US Foreign Corrupt Practices Act and the UK Bribery Act). The Supplier undertakes not to provide services, products or otherwise act in a way that would result, directly or indirectly in a violation of Sanctions. It shall not process, support or take any part in any transaction that, directly or indirectly (i) involves a Sanctioned Country, (ii) involves a Sanctioned Person or (iii) that is otherwise prohibited under Sanctions.

The Supplier undertakes not to use, directly or indirectly, the payments received under this Agreement and not to lend, provide,

invest or otherwise make available these payments/funds to any affiliate of the Supplier, any subsidiary, any partner in a joint venture, any counterparty (including its sub-contractors) or any other Person: that (i) would make such funds available to a Sanctioned Person or (ii) to a Sanctioned Country; or (iii) in any other way that could breach Sanctions.

2.14.3 Suspension and Termination rights for Sanctions, anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption

Without prejudice to article 2.23 "Early termination of the Agreement", the Supplier must promptly notify in writing Customer of any breach by it or its counterparties (including sub-contractors) of:

i) Sanctions, applicable anti-money laundering, counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules; ii) the BNP Paribas' Group Financial Security Program. Customer shall be entitled to suspend any payments to the Supplier indefinitely whilst it investigates the breach, even if those payments are unrelated to the suspected breach. At the conclusion of its investigations Customer shall either make the payment delayed as a consequence of the suspension or terminate this Agreement in accordance with article 2.23(g).

2.15. Bank guarantee for good performance

The Agreement may stipulate that the Supplier will submit a bank guarantee at first request as a security for its obligations, in conformity with the stipulations laid down in said Agreement.

2.16. Bank guarantee for reimbursement or other

If the Customer has made or shall make advance payments or put resources in its ownership at the Supplier's disposal, the Supplier must at first request submit a bank guarantee. This bank guarantee will be at Customer's sole discretion.

The Customer is also entitled to demand a bank guarantee, if during the period of the Agreement a reasonable fear arises that the Supplier will not fulfil its obligations towards the Customer.

2.17. Warranties, Liability and Insurance

2.17.1 Warranties

The Supplier warrants that the Goods and/or Services provided by it are of good quality, free of defects and suitable for the purposes for which they are intended -and therefore also operate within a system or environment of which the Goods and/or Services are a part- and also comply with the specifications desired by the Customer and/or provided by the Supplier and with the requirements dictated by the Customer.

The Supplier shall also indemnify the Customer against hidden defects which might harm the Goods.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

2.17.2 Liability

The Supplier assumes full liability for all direct or indirect damages caused by or in the circumstances of the execution of the Agreement, either by faults of its own or any Supplier's Employees, of its suppliers and, more generally, of all persons deployed by it in the execution of the Agreement. This liability relates to its pre-contractual, contractual as well as its extra-contractual liability.

It covers all possible damages and in particular, material, moral or physical damages to persons and/or goods, both moveable and immoveable. Thus, the Supplier must repair all damages caused to the installations and buildings of the Customer, to their users and/or occupants (tenants), to the Customer's staff and to any third party. The Supplier is also, fully and exclusively, liable for damages caused to neighbouring properties by or in the circumstances of the execution of the Agreement even if it cannot be charged with any faults.

The Supplier indemnifies the Customer against the adverse effects of any redress, claim, complaint or action by third parties resulting from faults or nuisance caused by or in the circumstances of the execution of the Agreement. This obligation of indemnification implies in particular that the Supplier shall indemnify the Customer against any convictions and exclusively pay full compensation.

In this respect, the Supplier indemnifies particularly the Customer, both judicially and extra-judicially, against any charges and/or claims on behalf of third parties resulting from:

- All damages caused by shortcomings in its contractual obligations as mentioned in articles 4.4 (Provision of

necessary parts, materials and products for the execution of the Services), 2.17.1(Warranties), 2.25(Audit and compliance, Resolution) and 2.8 (Intellectual Property Rights)

- All damages resulting from its product liability or any form of environmental pollution.

Each party agrees that, to the maximum extent permitted by law, a party shall not be entitled to make any extra-contractual liability claim against the other party or any auxiliary ("*hulppersoon*" or "*auxiliaire*") of (any affiliate of) such party with respect to a breach of a contractual obligation under or in connection with the Agreement, even if such breach of obligation also constitutes an extra-contractual liability.

The obligations stipulated in this article shall remain in force after the Agreement is terminated, regardless of the reason for the termination.

2.17.3 Insurance

The Supplier shall put in place and maintain in effect all statutory required insurances.

All necessary insurance policies shall be taken out with a recognised insurance company in order to insure its pre-contractual, contractual and extra-contractual liabilities, during the entire term of the Agreement and for a period of six (6) years after the term of the Agreement.

The Supplier shall ensure that the sums insured will (i) be sufficient to cover the consequences of its liabilities and (ii) include at least the following:

- As for the insurance for Extra contractual Liability: the cover per claim shall amount to a minimum insured sum of EUR 1,250,000 (one million two hundred and fifty thousand euro) for bodily injury and material damage.
- As for the Product Liability insurance: a minimum sum covered per claim of EUR 1,250,000 (one million two hundred and fifty thousand euro) .
- As for the Professional Liability insurance: the cover for this insurance will amount to a minimum sum of EUR 1,000,000 (one million euro) per claim.

An insurance certificate shall be submitted to the Customer with the signature of the Agreement stating the period of validity, the insured sum(s) and, if relevant, the exemption(s).

The Customer may once a year request a certificate from the insurance company implying that the insurance policies have been taken out in conformity with the above-mentioned clauses

2.18. Non-several liability

If an Agreement is entered into by several legal entities belonging to the Group, each legal entity will solely be liable for its own obligations.

2.19. Review of the Agreement in case of a merger

In case of a corporate restructuring of the Customer, such as a merger with another legal entity, the formation of a new company, division, contribution or any other similar operation, the Customer may at any time demand a global renegotiation of the volume of Goods and/or Services agreed in between the Supplier and the Customer or any other legal entity that is involved in the Customers corporate restructuring. If, after a period of three (3) months from the request for a renegotiation, the parties have not come to an agreement, the Customer may without any compensation being due, wholly or partially terminate such agreement(s) by given the Supplier at least one (1) month prior written notice.

2.20. Assignment

The Supplier may not assign its rights and obligations under the Agreement without the Customer's prior written approval.

The Customer shall have the right, at any time, to assign the Agreement, in whole or in part, or any of its rights or obligations there under without the Supplier's prior written consent. If it is stipulated that the granting of contractual benefits of any kind is depending on the volume, the latter shall be determined by consolidating all Goods and Services delivered to the Customer and to the assignee.

2.21. Non-renunciation

Any renunciation by the Customer of the rights it directly or indirectly derives from the Agreement, can only be made effective by signing an explicit and written declaration of such renunciation;

consequently, the Customer's wholly or partially refraining, whether voluntarily or not, from exercising its rights derived directly or indirectly from the Agreement, shall in no way result in the renunciation of those rights.

2.22. Postponement / Right of retention / Settlement

To the extent permitted by law the Supplier is only entitled to suspend its obligations towards the Customer with the application of article 2.24.

The Supplier is not entitled to exercise any right of retention with regard to items in the Customer's ownership or items to which the Customer has any title.

The Supplier shall not be entitled to settlement (compensation) in any case.

2.23. Early termination of the Agreement

The Customer may unilaterally terminate the Agreement if the Supplier has not, within fifteen (15) calendar days of being sent a notice of default by registered mail, appropriately acted upon said notice to rectify shortcomings in the fulfillment of its contractual obligations.

However, the Customer is entitled to wholly or partially terminate the Agreement with immediate effect and without notice of default or compensation, and without prior judicial intervention, or to suspend all or part of its obligations if such instruction is given by a supervising authority or:

- (a) If the Supplier ceases its profession or business or if there is a threat of cessation or material change; if the Supplier applies for or is granted suspension of payment; in case of bankruptcy or evident insolvency, cessation of payment, request for extension of payment or more general of any legal proceedings being the consequence of the suspension of its payments and/or the shaking of its credit ; in the event of punishable acts committed by the Supplier, its administrators, managers or directors, or one of these persons, and/or;
- (b) If any of the following circumstances arises with regard to the Supplier:
 - Decease, events, enactments or proceedings affecting legal capacity or legal rights;
 - Dissolution, liquidation, alteration of legal form or company objectives, reduction of company capital, appointment of a provisional conservator or provisional director;
- (c) In the event of notification of an order to pay or attachment or seizure of one of the Supplier's assets or properties, or in the event of non-compliance, suspension, or becoming immediately due of any obligation towards a bank or other financial institution, or generally in the event of an occurrence which may reveal financial difficulties or affect the relationship of trust or confidence; and/or
- (d) If, with respect to moveable or immovable assets intended for or serving the Supplier's profession or business activities, any of the following occurs: order, attachment or other legal action brought by a third party to the effect of selling off the Supplier's properties, or disturbance of property rights, de facto or in iure; dispossession, building offences, pollution or in the event of such property being or becoming non-compliant with local development plans, demolition order; and/or
- (e) If the Supplier fails to fulfil the obligations prescribed by law, including company law, accounting law, environmental law, town planning regulations or social legislation; and/or
- (f) If the Supplier does not fulfil or no longer fulfils the requirements for access to or recognition and/or registration in the profession; and/or
- (g) If the Supplier has violated article 2.9, and/or article 2.10, article 2.12, article 2.14, article 2.25.2 and/or article 2.30 of the present General Purchase Conditions.
- (h) If a third party guarantor issuing a personal surety to guarantee the performance of the Supplier's obligations is subject to one of the events stipulated in a, b, c, d, e, or f above.
- (i) if the Supplier commits a irremediable material breach of the Agreement.

Suspension on the grounds of one of the reasons mentioned above does not prevent the Agreement from being terminated later for the same or another reason.

The foregoing does not prejudice any other rights of the Customer, including in any case the right to claim damages from the Supplier.

The Customer is entitled to wholly or partially terminate the Agreement upon three (3) months prior notice by registered mail if:

- (i) divisions of the Customer become separate legal entities;
- (ii) divisions of the Customer are disposed of ;
- (iii) subsidiaries of the Customer benefiting from the Agreement are disposed of.

2.24. Force majeure and hardship

2.24.1 Force Majeure

The Supplier may not be held liable for shortcomings in the fulfilment of its contractual obligations if these shortcomings are caused by Force Majeure.

Force Majeure is understood to mean a temporary or permanent inability of the Supplier to fulfil its obligations, resulting from facts and circumstances which were not and could not be known to it at the moment the Agreement was concluded, and which it could neither foresee nor prevent, while it does or did not have the possibility to fulfil its obligations in any other way.

Force Majeure shall in any case apply to earthquake, storm, lightning, war or war risk, terrorist attack, insurrection or public revolt, fire caused by an outside calamity, floods and otherwise all circumstances qualified by both parties as Force Majeure.

Following events shall not constitute a cause beyond the reasonable control of a Party, and therefore not be considered as Force Majeure:

- events that arise as a result of the affected party's failure to take reasonable care;
- a default of misconduct by any subcontractor unless caused by events or circumstances which are themselves considered as Force Majeure;
- mere shortage of labour, materials, equipment or supplies, unless caused by events or circumstances which are themselves considered as Force Majeure;
- lack of funds;
- strikes, lock-outs or other industrial disputes involving the work force of the party so prevented or of any subcontractor or suppliers.

If the Supplier invokes Force Majeure, he must immediately (at least within three (3) Working Days) inform the Customer of the nature of the Force Majeure, stating the date when the Force Majeure comes or has come into effect, and also when it will have ceased to exist. In this case, the Supplier must make best efforts to minimize as much as possible the consequences of the Force Majeure. In the event of Force Majeure, the execution of the Agreement shall be suspended in whole or in part for the duration of the event of Force Majeure.

In the event the Supplier defaults or cannot or fails to fulfil its obligations arising from the Agreement during a period of more than thirty (30) calendar days as a result of Force Majeure, the Customer has the right to immediately terminate the Agreement or the portion of the Agreement that is affected by Force Majeure by registered mail, without any compensation being due by the Customer in connection with such termination. Possible advances paid by the Customer will be reimbursed by the Supplier within thirty (30) days following the termination of the Agreement.

This article shall also be applicable vice versa, in the event that the Customer invokes Force Majeure.

2.24.2 Hardship

If an unforeseeable change of circumstances at the time of the conclusion of this Agreement renders its performance excessively expensive for a Party, this Party shall assume the related risks and consequences and shall refrain from requiring the renegotiation of this Agreement to the other Party.

2.25. Audit and compliance, Resolution

2.25.1 Audit

The Customer and any supervising authority are entitled to conduct audits and shall be authorised by the Supplier to access all meaningful information relating to the Goods and/or the Services. The Supplier will co-operate with audits or risk analyses conducted by or on behalf of the Customer. Without prejudice to the provisions of the last paragraph of this article, costs incurred by the Supplier as a result of this article may be charged to the Customer, subject to its prior written approval.

At any time, upon reasonable prior written notice to the Supplier (unless this is not possible due to an emergency or crisis situation or would lead to a situation where the audit would no longer be effective), the Supplier shall provide access to the Customer's compliance officers, internal auditors and any other representative as well as to external auditors to the records, information and documentation maintained by the Supplier in the normal course of providing the Goods and/or the Services. The Customer shall notify the Supplier of (i) the identity of the selected audit body when the selected audit body is a third-party or the identity of the internal representatives ; (ii) the scope of the audit (subject matter and expected content/evidence), and (iii) details on the procedure that will be followed during the audit.

Furthermore, the Supplier acknowledges that the Customer's supervising authorities shall have at all times the authority to obtain information from the Supplier and its external accountant and to perform audits with respect to the Goods and /or the Services.

The Supplier shall use reasonable efforts to be accessible to, and to fully cooperate with such authorities, auditors and officers. It shall answer all questions and grant full access to all relevant premises . The Supplier will allow the Customer, the supervising authorities and the auditor(s) appointed by them to take copies of any relevant documentation.

The Customer shall, except if its supervising authorities leave no other choice, use all reasonable means to ensure that any audits and inspections by or on behalf of the Customer will be carried out in a manner which will not result in unreasonable inconvenience to the Supplier and disruption to the Services and/or to the delivery of the Goods. If the Supplier can demonstrate that its other clients' rights are affected, notably through aforementioned access, inspection or audit, the Customer may agree to alternative measures for access to the information.

The parties agree that the audits or inspections will be limited to one audit or inspection per year, except:

- when the Agreement provides otherwise;
- when a major incident occurs;
- when an audit is requested by a supervising authority; or
- when a significant change occurs.

In these four cases, the audit can be carried out without any prior notice.

If as a result of the inspection conducted as specified in this article, the Supplier is obliged to implement post-inspection recommendations related to the performance of the Services and/or the delivery of the Goods, all the costs related to that shall be paid by the Customer except if the implementation of these recommendations is needed pursuant to the non-fulfilment by the Supplier of its contractual obligations.

2.25.2 Resolution

Customer is a part of a banking group (i.e. BNP Paribas SA, as a credit institution under the laws of France, and its direct or indirect subsidiaries) which is subject to the Bank Recovery and Resolution Direction ("BRRD") and the Single Resolution Mechanism Regulation ("SRMR") (together "BRRD Framework").

The BRRD Framework provides that, in certain circumstances, where the Customer that is subject to the BRRD Framework is failing or likely to fail, the Resolution Authority may take Resolution Measures, i.e. measures aimed at ensuring the continuity of the Customer's critical functions while minimizing the burden on taxpayers. Resolution Measures include, as an example and without limitation: (i) the suspension or removal of the Customer's managers, (ii) the transfer of assets and liabilities to a bridge entity or third party acquirer, (iii) the write-down of subordinated or senior debt or its conversion into equity, or (iv) the temporary suspension of certain of the Customer's contractual obligations. The BRRD Framework is a public policy framework. It applies notwithstanding contractual provisions to the contrary.

Where the Supplier provides Services that are critical to the continuity of the Customer's activities, it is essential that the provision of the Services is not interrupted in the event of Resolution Measures.

Accordingly, pursuant to Article 68 BRRD, it is strictly prohibited for the Supplier to exercise any right of termination, suspension, modification, netting or set-off rights in relation to its obligations under this Agreement on the sole basis of a Resolution Measure or of any event directly linked thereto. This prohibition shall not apply

if the Customer ceases to perform its substantive obligations under this Agreement, i.e. payment of Services.

In addition, the Resolution Authority may temporarily suspend the Supplier's delivery obligations as well as termination rights hereunder for a period of up to two (2) business days either prior to placement in resolution (pursuant to Article 33a BRRD) or after placement in resolution (pursuant to Articles 69 and 71 BRRD).

The Supplier acknowledges and agrees that it shall (i) be bound by any Resolution Measure that may be adopted in relation to the Customer, including but not limited to a Resolution Measure which would consist or result in the change of control of the Customer or the transfer of the Agreement or of any rights and obligations thereunder to one or more third parties and (ii) cooperate with the Resolution Authority, the Customer and as the case may be such third party(ies) to the fullest extent to ensure that the Resolution Measure is implemented smoothly and effectively and notably that any transfer of the Agreement or of any rights and obligations thereunder to one or more third parties is conducted in an orderly manner over a reasonable period of time.

Without limiting the generality of the foregoing, in the event of a Resolution Measure (including the occurrence of any event directly linked to the application of such a Resolution Measure) in relation to the Customer and notwithstanding anything herein to the contrary, the Supplier and any other party to this Agreement (i) shall continue to perform its obligations towards the Customer (or any third party that would be substituted to the Customer pursuant to the adoption of a Resolution Measure or the occurrence of any event directly linked to the application of such Resolution Measure) pursuant to and in accordance with the provisions of the Agreement as if such Resolution Measure (and/or event directly linked to the application of such a Resolution Measure) had not occurred and (ii) accordingly shall abstain from exercising, on the sole basis of a Resolution Measure (including the occurrence of any event directly linked to the application of such a Resolution Measure), any right that it may have under this Agreement or otherwise under applicable law to:

- terminate, modify or suspend the performance of any of its obligations under the Agreement;
- exercise any netting or set-off rights;
- obtain possession, exercise control or enforce any security over any property of the Customer.

The provisions of the paragraph hereabove shall not apply (i) if the Customer (or any third party that would be substituted to the Customer pursuant to the adoption of a Resolution Measure or the occurrence of any event directly linked to the application of such Resolution Measure) ceases to perform its substantive obligations under the Agreement, i.e. the payment of the Services or (ii) in relation to an event which is neither a Resolution Measure nor an event directly linked to the application of a Resolution Measure.

The Supplier hereby acknowledges that the provisions of Article 68 BRRD, which is an overriding mandatory provision within the meaning of Article 9 of Regulation (EC) No 593/2008 of the European Parliament and of the Council, supersede any provision to the contrary arising under this Agreement or under the law governing this Agreement.

In addition, the Supplier acknowledges and agrees that the adoption of a Resolution Measure (including the occurrence of any event directly linked to the application of such Resolution Measure), the implementation of such measures by the Resolution Authority and/or the application of such measures by the Customer shall in no event constitute (i) a non-performance or violation by the Customer of its contractual obligations or (ii) an event giving rise to indemnification, specific performance or any other form of remedy.

2.26. Subcontracting

The Supplier may, under its responsibility, subcontract certain contractual Services under the restriction that it has acquired the Customer's approval for each subcontractor.

In the event of subcontracting, the Supplier shall remain the only responsible party towards the Customer for the fulfilment of all obligations arising from the Agreement, and be the single point of contact for the Customer.

The Customer reserves the right to recall its approval of a subcontractor if the latter is in one of the situations described in article 2.23 sub a, b, e, f, g or in any similar situation.

If the Customer should exercise this right, this shall have no influence whatsoever on the agreed price, which shall remain unaltered.

2.27. **Applicable law – Partial applicability**

The Agreement is subject to the laws of Belgium. To the extent permitted by law, all international treaties, conventions and covenants, among which in particular the United Nations Convention on Contracts for the International Sale of Goods concluded at Vienna on 11 April 1980 (the 1980 Sales Convention), are excluded.

If one of the clauses of the Agreement is or will be invalid, illegitimate or unfeasible, this will not affect the validity and applicability of the remaining clauses in any way.

2.28. **Correspondence**

All correspondence will be sent to the address where the parties have chosen their domiciles. The choice of domiciles is laid down in the Agreement. However, either party may choose an alternative domicile if the other party is informed of this alternative domicile.

In the absence of a choice of domicile, all correspondence must be sent, depending on the circumstances, to the registered office or the postal address of the other party.

All notifications may be given by any means of sending, either by mail, electronically or in other ways.

However, letters concerning either a notice of default or the execution of a right with respect to a term or a delay must be sent by registered mail. Registered mail enters into force at its send date.

2.29. **Disputes**

Any dispute concerning consultations (requests for proposal or any other similar procedure), offers and agreements, governed by these General Purchase Conditions, shall exclusively be submitted to the courts of Brussels. Before such dispute is submitted to the competent court, parties will, if the dispute allows it, make all efforts to settle the dispute amicably.

2.30. **Data Protection and Processing of Personal Data**

Each Party shall, at all times, comply with its respective obligations under the relevant Data Protection Legislation.

"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processing/Processed", "Supervisory Authority", "Third Party" have the same meanings as in the applicable Data Protection Legislation.

In connection with the protection of Personal Data, the parties shall comply with their obligations in accordance with their respective qualities.

Where the Supplier processes Personal Data in the course of providing the Services, it will do so only as a Data Processor on behalf of the Customer as Data Controller, in accordance with the provisions of the data processing agreement.

2.31. **Entire agreement**

The Agreement forms the entire agreement between the parties with regard to its subject matter. It cancels and replaces any previous oral or written agreements between the parties relating to the same subject.

3. GENERAL PURCHASE CONDITIONS SPECIFICALLY APPLICABLE TO ORDERS FOR GOODS

3.1. **Requirements for delivery of Goods**

Goods to be delivered must be accompanied by a packing note. This packing note, to be filled in for each destination, for each Order and lot, shall contain in particular:

- Date and place of delivery;
- Reference of the Order;
- Identification of the Supplier;
- Identification of the Goods delivered, and, if relevant, their partition per package.

All packages must carry a visible rank number as mentioned in the packing note. Unless otherwise indicated, these packages contain an inventory of the contents. The delivered good must also carry its own identification mark.

The delivery is concluded by the handing over of a receipt to the Supplier or by signing the packing note's duplicate. In order to be validly invoked against the Customer, the receipt or the packing note's duplicate must be signed by a representative of the Customer, with a readable specification of its name, its function and

its telephone number. The Supplier must ensure that the person receiving the Goods is authorised to do so.

3.2. **Acceptance**

3.2.1 *Quantitative and qualitative inspection*

Prior to accepting the Goods, the Customer shall proceed to a quantitative and qualitative inspection of these Goods.

a) *Quantitative inspection*

If the delivered quantity does not correspond to the stipulations in the Agreement, the Customer may declare the Supplier in default, and require the Supplier to either take back the surplus, or to complete the delivery within a term to be determined. Likewise, he may accept the Goods as such and the price for the Goods will be adapted accordingly.

When the occasion arises, the surplus of Goods delivered must be taken back by the Supplier within a period of eight (8) Working Days, to be counted from the sending date of the letter by which the Customer declares the Supplier in default and requesting him to take back the surplus.

Each late take-back shall, ipso iure and without default notice, result in a compensation of 500 euro (five hundred euro) being due for each Working Day delay or 3% (three percent) of the value of the Goods, whichever is higher, to be counted from the date when the aforementioned period of eight Working Days has expired.

If, after a period of thirty (30) calendar days from the sending of the default letter as mentioned before, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

b) *Qualitative inspection*

After the qualitative inspection the Customer will make a decision on acceptance, provisional refusal or rejection. The acceptance will be under the reservation of any possible hidden defects.

c) *Provisional refusal and rejection*

If the Customer thinks that the Goods could be accepted subject to some corrections, it will, with the notification of its decision, invite the Supplier to present the Goods anew within a determined period, after making the corrections. The Supplier must express its approval with this invitation within a period of ten (10) Working Days from this notification. In case the Supplier withholds its approval or keeps silent during this period, the Goods are considered to be rejected by the Customer.

After the provisional refusal of the delivery of the Goods, the Customer may once more, from the Supplier's subsequent delivery, use the complete inspection period as described below under article 3.2.2.

The Goods which caused a provisional refusal of a delivery or a rejection shall be taken back by the Supplier within a period of ten (10) Working Days, to be counted from the date of provisional refusal or rejection. Each late take-back shall, ipso iure and without default notice, result in a compensation of 500 euro (five hundred euro) being due for each Working Day delay, or 3% (three percent) of the value of the Goods, whichever is higher, to be counted from the date when the aforementioned period has expired.

If, after a period of thirty calendar days from the date of provisional refusal or rejection, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

In general, all costs resulting from the provisional refusal or the rejection of the Goods, and in particular the costs for handling, transporting, taking or sending back the Goods, shall be incurred by the Supplier.

3.2.2 *Inspection period*

The Customer will inspect the Goods within a reasonable period after delivery at the location indicated by the Customer. The delivery is considered to be accepted at the time the Customer has notified the Supplier thereof in writing, or after the reasonable period mentioned in this paragraph has expired.

This reasonable period will at least be thirty (30) days, to be counted from the date of delivery. If an inspection of the delivery shall in fairness be impossible, the period will commence at the moment the Customer de facto starts using the delivery.

3.3. **Ownership and risk transfer**

The transfer of ownership and risk takes place at the moment the Goods are accepted. Until that moment, the Supplier must insure

the Goods and take other measures in order to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

The risk of Goods placed at the Supplier's disposal by the Customer, to be repaired or otherwise worked or processed or used, rests with the Supplier. Notwithstanding the stipulations in article 2.17.3 of the present General Purchase Conditions, the Supplier must insure these Goods and take all relevant measures to prevent these Goods from being perished, lost or damaged.

Additionally, the Supplier must until the transfer of risk insure the Services pursuant to aforesaid article 2.17.3 and take other measures to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

3.4. Storage of the Goods by the Supplier

If the Supplier has a contractual obligation to store the Goods, it shall, for the Goods in depot, be liable as a depository pursuant to the stipulations in the Agreement.

4. GENERAL PURCHASE CONDITIONS SPECIFICALLY APPLICABLE TO ORDERS FOR SERVICES

4.1. Acceptance of Services

The provision of Services at the location indicated by the Customer shall in no way imply an acceptance by the Customer.

The acceptance of the Services must be applied for by the Supplier to the Customer. It shall only take place after the signing by both parties of a completion report in which no comments have been made by the Customer.

4.2. Risk transfer

The transfer of risk takes place at the moment of acceptance. The Supplier must until that moment insure the Services pursuant to aforesaid article 2.17.3 and take other measures to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

4.3. Prior inspection and evaluation of the Services by the Supplier

Prior to the signature of the Agreement, the Supplier is irrefutably considered to have:

- Visited, inspected and examined the location where the Services will be provided;
- Taken note of the plans and technical specifications (of installations, if any);
- Received a copy of the internal rules of the Customer with regard to health and safety;
- Received the requested copies (among others, of the necessary plans, specifications, descriptions);
- Received adequate replies to all requests for additional explanation, also with regard to the conditions of the Agreement.

The Supplier therefore particularly acknowledges being familiar with the exact access conditions, the state, the environment and the capacity, the power and the output of any installations and/or equipment, in order to be able to execute the intended Services in conformity with the provisions of the Agreement. The Supplier thus acknowledges that the Services are performable in accordance with the requirements specified by the Customer. Consequently, the Supplier shall not lodge any objections on account of mistakes or omissions in the Agreement, or under the pretence of not having understood the full facts of the clauses.

After prior inspection and evaluation as stipulated in this article 4.3., the Supplier may not in any case refer to any faults, defects or shortcomings, or appeal to any defaulting subcontractor or supplier, in order to wholly or partially not perform and/or suspend its obligations.

4.4. Provision of necessary parts, materials and products for the execution of the Services

The Supplier will at its own expense provide all parts, materials and products necessary for the execution of the Services under its responsibility.

All such necessary parts, materials and products must comply with the professional standards required for the provision of Services which is the object of the Agreement.

All materials shall be of premium quality and free of defects. The Supplier must, if requested, give proof of origin.

The necessary parts, materials and products shall remain under the supervision and at the risk of the Supplier.

If, during the Services, environmentally damaging substances, means and/or methods are applied without being explicitly recorded in the Agreement, the Supplier will inform the Customer thereof prior to the execution of the Services. The Customer has the right to prohibit such use.

If, during the fulfilment of its contractual obligations, the Supplier makes use of materials of the Customer, these will be used at the Supplier's expense and risk. However, these materials shall remain the Customer's property.

4.5. Compliance with requirements regarding employee health, safety and information security

The Supplier must comply with the obligations regarding employee health, safety and information security typical of or applicable to the company of the Customer. To that end, the Supplier will conform to all regulations on health, safety and information security imposed by the Customer. If the Supplier does not fully comply with the obligations stipulated in this article, the Customer may take the necessary measures itself, at the Supplier's expense, after serving notice upon the latter.

The Supplier shall impose a contractual obligation upon the Supplier's Employees for the observance of these obligations.

The Supplier will submit to the Customer at first request an overview of the staffing, with technical references and qualifications of each staff member. This list shall be updated immediately in case of alterations.

4.6. Personal Transactions on Financial Instruments

The Customer will determine which of the Supplier's Employees are subject to the regime for Relevant Persons. Where applicable, the Customer shall inform the Supplier's Employee who will be required to accept and observe the applicable guidelines to be provided by the Customer.

The Supplier guarantees that it will process the data relating to the Relevant Persons in accordance with the Data Protection Legislation.

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