

1. DEFINITIONS

General Terms and Conditions: part of the Agreement titled 'General Terms and Conditions'.

Special Terms and Conditions: part of the Agreement titled 'Special Terms and Conditions', which establishes the specific rules related to the Deliveries.

Client: the principal, its employees or representatives under the Main Contract.

Contract Documents: the documents described in the Special Terms and Conditions as being applicable to the Delivery.

Main Contractor: the party indicated as such in the Special Terms and Conditions as well as its agent(s) and representatives.

Main Contract: the agreement concluded between Client and Main Contractor in view of the execution of the Project.

Supplier: the party indicated as such in the Special Terms and Conditions as well as its agent(s) and representatives.

Delivery (Deliveries): the deliveries as described in article 1 of the Special Terms and Conditions outsourced by the Main Contractor to the Supplier according to the terms and conditions of the Agreement.

Delivery Term(s): the term within which the Delivery, or parts or phases of the Delivery, must be executed.

Agreement: the agreement concluded between Main Contractor and Supplier in view of the execution of the Delivery.

Price: the cost or method for determining the cost charged by the Supplier to the Main Contractor for the Delivery according to the Agreement.

Project: the contract works assigned by the Client to the Main Contractor, as described in the Main Contract.

Technical File: concerns all documents of a technical nature relating to the object of the delivery, including but not limited to plans, technical drawings, price lists, technical provisions, bill of quantities, execution schedule.

Site: the location where the Delivery must be supplied.

Working Day: all days except for Saturdays, Sundays, public holidays, annual holidays and compensatory rest days approved of by the joint committee (or other competent authorities) for the construction industry.

2. GENERAL PRINCIPLES

2.1 In its capacity as professional supplier, the Supplier assumes full responsibility for the execution of the Delivery according to the Agreement, the legal requirements and prevailing standards and in the approved safe manner.

2.2 The Delivery must be executed as specified in the Contract Documents. The Supplier will perform the Agreement according to the "back-to-back" principle:

2.2.1 The Supplier accepts the inseparable economic connection of this Agreement with the Main Contract, without prejudice to the legal autonomy of this Agreement, and therefore accepts the necessity of executing the Supplies back-to-back with the Main Contract and according to the principle of transparency. The Supplier explicitly confirms that it has fully understood and subscribes to the scope of these back-to-back and transparency principles.

2.2.2 Deliveries will be made in such a way so as to enable the Main Contractor to fulfil its own obligations under the Main Contract with respect to the Client.

2.2.3 The Supplier recognises that it cannot have more rights

vis-à-vis the Main Contractor than the rights of the Main Contractor vis-à-vis the Client.

2.2.4 All decisions of the Client, such as complaints, rejections, reductions in value, fines, penalties, claims for a compensation for damage and/or indemnification, etc., relating in whole or in part to the Deliveries, will be enforceable against the Supplier, which will immediately take the necessary actions and fully indemnify the Main Contractor at such first request.

Finally, the Supplier is also subject to the legal and administrative provisions of the Project insofar as they relate to the object of the Agreement. Upon any deviation, the provisions of this Agreement will have priority.

The Supplier is bound by an obligation of result.

2.3 The Main Contractor has made the documents that apply to the Delivery available to the Supplier, which confirms having taken cognizance of them and accepting them. Insofar as its Deliveries are concerned, the Supplier undertakes – to the fullest extent and at such first request – to safeguard the Main Contractor against claims in and out of court, lodged by the Client and/or third parties and/or public authorities (including but not limited to: complaints, rejections, reductions in value, (court-imposed and/or administrative) fines, penalties, compensations for damage and/or indemnification claims) within the scope of the Deliveries. To this end, the Supplier explicitly acknowledges that the Main Contractor will be entitled to withhold invoices for impending or reasonably foreseeable claims.

2.4 The Supplier undertakes to immediately inform the Main Contractor in writing about ambiguities, gaps, errors or inconsistencies in the Agreement and in the Technical File in particular, or between different written documents or between written documents and verbal instructions given to it. Adjustments are but allowed with the written consent of the Main Contractor. For lack of any reaction from the part of the Supplier within 7 working days after having received these documents, or within a shorter term if so imposed by the Main Contract, the Supplier is considered having accepted these documents without any reservation whatsoever. All changes that would later on result from ambiguities, gaps, errors or inconsistencies will be fully on the Supplier's account.

2.5 The Supplier acknowledges having familiarised itself with the site layout and access roads. By commencing the Delivery, the Supplier accepts the site in its current state.

3. SCOPE OF THE DELIVERY – PRICE LIST – CHANGES

3.1 The Delivery includes all direct or indirect performances, transport, studies, surveys, measurements, etc. that are necessary and/or useful for the execution of the Delivery according to the applicable laws and regulations, the prevailing standards and industry practices and to the satisfaction of the Main Contractor, the Client and inspection authorities.

3.2 The Delivery includes among others (i) the preparation of all necessary execution plans or other documents as requested by the Main Contractor; (ii) the coordination of the Delivery with the works of the Main Contractor and deliveries of other suppliers; (iii) if applicable, testing and delivery of test instruments, submitting of samples and models; all formalities and procedures required for observing the relevant legislation and regulations, among

others environmental and soil protection regulations, labour regulations, safety rules and fiscal legislation; (iv) removal and separation of waste and contaminants resulting from the execution of the Agreement; (v) documents for the "as-built" file; (vi) all actions necessary for the proper execution of the Agreement, including repairs or replacements that would be required to this end.

3.3 Quantities apply as estimated or fixed according to the price list. Estimated quantities are given by way of information only and are subject to fluctuations; these fluctuations cannot give cause to adjustments to the unit prices or to any compensation for damage whatsoever. Estimated quantities are verified after the Delivery has been made.

3.4 The Main Contractor may at all times cancel the Delivery, wholly or partially, without any justification being required. In this event, the Supplier will but be entitled to the reimbursement of the executed Delivery, excluding any Price revision or compensation for loss of profit. The above applies regardless of the reason for the whole or partial cancellation.

3.5 The Main Contractor may at all times make amendments to the Delivery (adding, cancelling or changing items). Such changes are but valid insofar as these have been specifically confirmed in writing by the Main Contractor to the Supplier. Changes to the Delivery do not provoke an extension of the Delivery Term, an adjustment of the Price or a compensation for damage unless with the written consent of the Main Contractor, given prior to the execution of these changes. If the Supplier is entitled to a compensation for these changes or to a Price adjustment, such compensation or adjustment will be established according to the unit prices established in the price list. If no unit prices have been established or for lack of a unit price for such Delivery, a new price will be agreed upon between both Parties prior to the execution of these changes. Under no circumstances, any dispute regarding the new Price or Delivery Term to be applied can be invoked to justify a refusal from the part of the Supplier to start or continue with the execution of the relevant changes. As for changes to be executed at the request of the Client, the Supplier is but entitled to a revision of the Price or an adjustment of the Delivery Term if and to the extent that these have been awarded by the Client for the Project.

3.6 The Supplier is at all times entitled to propose changes but is not allowed to execute them without the prior written consent of the Main Contractor. Changes executed without the prior written consent of the Main Contractor can under no circumstances give cause to an extension of the Delivery Term or an increase of the Price or any other compensation for the Supplier and are considered having been executed to the benefit of the Main Contractor. The Supplier is but entitled to a revision of the Price or an adjustment of the Delivery Term if and to the extent that these have been awarded by the Client for the Project.

4. PRICES, PAYMENT AND GUARANTEE

4.1 The Price covers the Delivery to be executed by the Supplier according to the Agreement, including all additional works, studies, deliveries and performances that, even if not explicitly included, are necessary or useful for a flawless Delivery, even in case of errors, ambiguities and gaps in the bill of quantities and/or imperfections in the plans. The indicated unit prices are fixed prices. If estimated quantities

are mentioned, the unit prices apply to the actual net units (m³, m², percentage, etc.). The unit prices are considered having been drawn up according to the Supplier's own calculations and to include all necessary elements such as, among others, wages, social security contributions, equipment, duties and taxes of whatever nature, costs for intellectual property rights and travel expenses so that the Supplier cannot invoke any error or omission for applying for a price adjustment.

The Price includes all (import and export) duties and taxes that refer to the Delivery, regardless of the authority imposing them (municipality, province...).

4.2 Invoicing is done according to the clauses of the Special Terms and Conditions and the relevant provisions of law. If invoices do not observe these formalities, they are automatically and legally considered as being immediately protested.

4.3 All payments are to be considered as advance payments up to the approval of the final settlement. Under no circumstances will these payments be considered as an acceptance of the Delivery for which they have been made.

4.4 Unless specifically mentioned otherwise in the Special Terms and Conditions, invoices drawn up according to the provisions of the Agreement will be paid within 60 calendar days after the invoice date, provided that this invoice date corresponds with reality and provided that the Main Contractor received the corresponding payment from the Client. If the Supplier did not sign and return the Agreement, it is not entitled to any payment and the payment obligation will be suspended until a signed Agreement has been returned to the Main Contractor.

4.5 The Main Contractor is entitled to – temporarily or finally – settle payments that it is due to the Supplier with payments that it owes or will reasonably owe from the Supplier in connection with the Delivery or in connection with another Delivery that the Supplier executes for the Main Contractor, including Deliveries executed on other sites. To this end, the Main Contractor may, at its discretion, make the necessary deductions and/or call upon the performance guarantee provided by the Supplier. This provision also applies upon the bankruptcy, liquidation or cessation of business from the part of the Supplier or upon the early termination of the Agreement, whether or not the relevant debt is payable, fixed or certain.

4.6 Post-maturity interests can only be due on due and payable invoices that have been drawn up in accordance with the Agreement and have not been protested against after the Supplier has served a formal notice to the Main Contractor by registered mail. The interests only start to become effective on the tenth working day after receipt of the formal notice. The parties explicitly agree that the interests cover the full damage caused by the delay in payment and that the Supplier cannot claim any other compensation whatsoever. Interests are granted at the legal interest rate, established by application of the Law of 5 May 1865 on loans at interests. By application of Article 1254 of the Civil Code, it is agreed upon that the payments will first be allocated to the principal sum and then to the interests and additional costs. The Supplier is not entitled to suspend or delay its Delivery, neither temporarily nor permanently, on account of the non-payment of one or more of its invoices

or on account of discussions with the Main Contractor concerning a settlement, measurement or additional work. If the Supplier requests a postponement of payment in order to complete administrative regularisations (National Social Security Office, tax authorities, etc.), no post-maturity interests will be due.

4.7 The Main Contractor will be entitled, amongst other things, to call upon the guarantee provided by the Supplier or to finally retain the amounts retained as a guarantee to the amount of the compensation for damage and costs resulting from a breach by the Supplier of his obligations under the Agreement, such to the amount corresponding with the amounts owed by the Supplier to the Main Contractor and to the amount corresponding with the amount for which the Client has called upon the guarantee of the Main Contractor in relation to the Supplier's obligations. The Main Contractor will also be entitled to call upon the guarantee if the Supplier has failed to extend the bank guarantee or to provide a new bank guarantee in accordance with the Agreement.

5. DELIVERY TERM AND PLANNING

5.1 The Supplier undertakes to strictly observe the agreed upon Delivery Term and planning. This constitutes an obligation of result as well as an essential condition of the Agreement. The Supplier can only invoke force majeure and adverse weather conditions if so approved of by the Client. The general planning of the Main Contract and changes to it that have an impact on the Supplier will be systematically communicated to the latter. Upon the start of the Delivery at the latest, a detailed planning is drawn up in which the Supplier clearly mentions when which decisions must be made or approvals must be given to be able to observe the Delivery Term, taking into account customary study and production terms. In its planning, the Supplier should also consider the normal on-site working hours, i.e. from Monday to Friday from 07.00 to 17.30 h, except on holidays and collective days of leave. The Main Contractor is entitled to postpone the whole or part of the Delivery to a later date depending on the commitments and uncertainties resulting from the Main Contract. The Supplier will accept these changes without such entitling it to claim an adjustment of the Price, a compensation for damage or an extension of the Delivery Term, unless the Main Contractor itself can invoke such rights from the Client and only to the extent that these are also awarded by the Client and refer to the Delivery. The Supplier acknowledges that the Client is entitled to suspend the Delivery and that the Main Contractor must coordinate the various deliveries of the various suppliers that are present on the Site. The Supplier will in this regard adhere to the instructions of the Main Contractor. The Supplier cannot claim an adjustment of the Price, a compensation for damage or an extension of the Delivery Term, unless the Main Contractor itself can invoke such rights from the Client and only to the extent that these are also awarded by the Client and refer to the Delivery. The Supplier undertakes to inform the Main Contractor immediately about any fact or circumstance that may have an impact on the Delivery Term, regardless whether or not the Main Contractor may already be aware of it.

5.2 To compensate for damage incurred by the Main Contractor on account of a delay for which the Supplier is

accountable, the Supplier will be due to the Main Contractor an irreducible compensation for damage as established in the Special Terms and Conditions, such without prejudice to the Main Contractor's entitlement to the full payment of all damage that would not be covered by this compensation for damage and that is caused by a delay for which the Supplier is accountable. The Supplier must also indemnify and safeguard the Main Contractor against claims lodged because of this delay by third parties such as the Client. The above-mentioned payment obligations apply to the non-observance of the Delivery Term and of partial or interim delivery terms.

6. EXECUTION OF THE DELIVERY

6.1 The Delivery must be executed as specified in the Agreement. The Supplier works on its own account as qualified specialist.

6.2 The Main Contractor can at all times order the suspension of a non-conforming Delivery (including its manufacturing and/or production) and refuse all equipment and/or materials that do not show the pre-set quality or that in any other way do not correspond with the content of the Technical File. The Main Contractor and the Client are at all times entitled – in the warehouses or workshops of the Supplier or the latter's own supplier (for which the Supplier warrants performance and is fully responsible), on the Site or at any other useful location – to inspect the Delivery that is being executed as well as the raw materials, the products that are being made and the finished products and all materials or equipment used or useful for the Delivery, and to retrieve all useful information in this regard and – as the case may be – ask for demonstrations of their operation, samples, models or types. The related costs are at the expense of the Supplier.

6.3 During the execution of its Deliveries and upon any intervention from the part of the Supplier, the latter is responsible for the cleanliness and neatness of its part of the Site. At the end of its Deliveries, the Supplier will clear and clean up its part of the Site entirely. If after a formal notice the Supplier does not proceed within the set term with clearing up the waste, debris, rubble, packaging, etc. and with cleaning up its part of the Site, the Main Contractor will be entitled to do it itself or have it done by a third party, at the cost and risk of the Supplier and without requiring prior permission from court to do so.

6.4 At the request of the Main Contractor, the Supplier will attend the site meetings and all other meetings deemed necessary by the Main Contractor. Reports or minutes of meetings have the same evidential value vis-à-vis the Supplier as a registered letter.

7. TRANSFER OF TITLE AND RISK

7.1 All materials and supplies delivered to the Site or elsewhere (e.g. to the workshop of a processor or co-supplier) by the Supplier in view of their use during the execution of the Project will automatically become the full and exclusive property of the Main Contractor as from their delivery to the Site. The same applies to materials and supplies that are stored at the Supplier's but have already been paid by the Main Contractor, be it only partially. As such, the Supplier, receiver, Supplier's creditors or other rightful claimants are not allowed to remove any of these materials and supplies from the Site or from the Supplier's

establishment without the prior and explicit consent from the Main Contractor.

7.2 The risks associated with these materials and supplies remain on account of the Supplier up to the provisional acceptance of the Project.

8. QUALITY ASSURANCE

8.1 The Supplier acknowledges being aware of the fact that the Main Contractor follows a number of quality, safety and environmental management systems. Within the scope of its contractual performances and deliveries, the Supplier will adhere to the relevant procedures so as to ensure the quality assurance ('QA') level pre-set by the Main Contractor.

8.2 If the Supplier applies a quality assurance system of its own, it must, prior to starting the Delivery, submit this system and its quality control plan ('QCP') for the Site (the set of quality assurance documents that will be applied on the Site to warrant the quality of the executed works) for approval to the Main Contractor's site management.

8.3 The Supplier undertakes, at its own expense and whenever applicable, (i) to obtain, prior to the start of the relevant Delivery, the timely approval for its manufacturing or construction procedures, drawings, specifications, etc.; (ii) to observe the aggregated production control process and/or, if applicable, the QCP and to make sure that, as the case may be, test reports, tests, samples and certificates are drawn up, taken or delivered; (iii) to the extent applicable, to calibrate its measuring and control instruments; and (iv) to observe the quality manual of the Main Contractor regarding general contracts and procedures.

8.4 The Main Contractor is entitled, at the Supplier's expense and risk, to interrupt or suspend the latter's Delivery and/or not to accept its products and services for as long as and/or when the Supplier (i) deviates from its QA programme as accepted by the Main Contractor or (ii) does not observe the production procedures, QCP, measures for improvement or corrective actions deemed proper by the Main Contractor.

9. ENVIRONMENT

9.1 The Supplier undertakes to execute the Delivery with due respect for the environmental protection laws and regulations. It will also comply with the environmental protection regulations that apply on the Site. The Supplier ensures that all waste from its Delivery will be removed from the Site at its own expense; the related costs are included in the Price.

9.2 Should the Supplier produce hazardous waste, this must be collected according to the relevant safety regulations in designated containers delivered by the Supplier at its own expense.

10. HEALTH AND SAFETY

10.1 Insofar as applicable, the Supplier undertakes to comply with its obligations concerning health and safety (including good housekeeping and hygiene), as these have been established in, among others, the ARAB regulations, The Royal Decree on temporary and mobile construction sites and the Codex on the Well-Being of Employees. The Supplier must ensure this both for its own personnel and for third parties engaged by it.

10.2 The Supplier will ensure that every employee and/or third party that it engages and enters the Site for the first time, has been informed about the prevailing safety and health instructions. The Supplier will also ensure that the

safety- and health-relevant information provided by the Main Contractor is passed on to its on-site employees. This obligation does not relieve the Supplier from its own legal safety and health obligations. If the Supplier or any of its employees fails to fully observe the above-described obligations, the Main Contractor or Client may – after a prior formal notice – take the necessary measures itself at the Supplier's expense. In the event of an imminent, serious hazard, the Main Contractor is relieved from its obligation to serve a formal notice.

10.3 All equipment used by the Supplier to execute its Deliveries must fully observe all prevailing clauses of the ARAB regulations and of the Codex on the Wellbeing of Employees as well as all environmental protection regulations and all corresponding Royal Decrees, Ministerial Orders, European Regulations and Directives, etc. All machines must comply with the prevailing legislation, at all times be in a good operational state and be maintained such that they cannot cause any hazard to their operators or to other on-site employees.

11. WARRANTIES

The Delivery is subject to the same warranties as the warranties given by the Main Contractor to the Client according to the Main Contract. The Supplier will at such first request from the Main Contractor intervene and solve all problems, repair, replace or re-deliver defects in the Delivery and fully compensate any damage and decrease in value caused directly or indirectly as a result.

12. CONTRACTUAL SHORTCOMING – MEASURES – TERMINATION FOR CAUSE

12.1 The Supplier is in default, among others, when failing to meet its contractual or legal obligations. Whenever the Supplier is in default, the Main Contractor can take measures, without any court intervention being required, but only after a formal notice to the Supplier remains without positive result. Without prejudice to the application of article 12.2 of the General Terms and Conditions the Main Contractor can proceed with measures if the Supplier fails to respond adequately and within the set time frame. Such measures include among others: (i) denying the Supplier, its personnel, the Supplier's own supplier or the latter's personnel access to the Site; (ii) using own resources or through third parties, repairing, replacing, re-executing (upon a defective Delivery) and/or continuing the Delivery wholly or partially at the expense and risk of the Supplier; (iii) rejecting materials or having them removed when these materials fail to observe the pre-set quality or (iv) any other necessary or useful practical measure deemed useful by the Main Contractor.

12.2 In the event of serious contractual shortcomings, the Main Contractor may, without prior notice and without prior court authorisation, terminate the Agreement with immediate effect at the expense of the Supplier. The following events are considered as serious contractual shortcomings (non-exhaustive list): (i) the fact that the Supplier or its (sub)suppliers or agents have social security and/or fiscal and/or wage debts; (ii) the employment of persons residing illegally in the country; (iii) violations of obligations of whatever nature as imposed by social and labour legislation; (iv) violations of safety, quality, health and environmental regulations; (v) offences penalised by

criminal law; (vi) the failure to provide the bank guarantee in a timely manner as established in the Special Terms and Conditions; (vii) not being able to remedy shortcomings, delays, etc. for which a formal notice was served upon the Supplier within the time frame established in the formal notice; (viii) the fact that the Supplier is not in possession of the legally required certificates and accreditations; (ix) the fact that the Supplier did not contract the required insurance coverage as imposed in article 17 of the General Terms and Conditions.

The Main Contractor is also entitled to terminate the Agreement upon the decease, bankruptcy, dissolution, liquidation or any other form of imminent insolvency or concurrence of creditors with regard to the Supplier's assets or upon a suspension of payments from the part of the Supplier or an affiliated company of the Supplier insofar as this company realises a turnover amounting to at least 5% of the group's turnover.

In all these events, the Main Contractor will be entitled to a compensation for the damage incurred by it (including, but not limited to additional costs for completing the Delivery). The Supplier, on the other hand, will have no right to any compensation for damage whatsoever.

12.3 If the Main Contractor – within the scope of this article – proceeds with a measure causing a situation in which the whole or part of the Delivery will not be executed by the Supplier, the Main Contractor will invite the Supplier to attend the drawing up of a contradictory inventory so as to establish the state of progress of the Delivery. This invitation will be sent at least 24 hours beforehand. If the Supplier is not present, a process-server or independent expert (for instance an architect) will draw up the inventory on the state of progress of the Delivery. This inventory will be considered as contradictory and enforceable upon the Supplier, even if the latter is not present. The costs for this inventory are at the Supplier's expense.

12.4 The options and measures of the Main Contractor as described in this Agreement do not affect the rights, competences and options of the Main Contractor according to ordinary law.

12.5 If the Main Contractor proceeds with a measure by operation of law as referred to in article 12, the materials already delivered to the Site will automatically become the full and exclusive property of the Main Contractor. The Main Contractor also acquires the right to continue using the Supplier's equipment on the Site up to the completion of the work.

13. TERMINATION WITHOUT CAUSE

13.1 The early termination of the Main Contract by the Client entitles the Main Contractor to terminate the Agreement. In such event, the Supplier will but be entitled to the reimbursement of executed Deliveries and a compensation for incurred damage, if any, to the extent that the Main Contractor itself receives such reimbursement/compensation from the Client unless the Main Contract has been terminated due to the fault of the Main Contractor only.

13.2 Furthermore, the Main Contractor is at all times entitled to terminate the Agreement unilaterally, in which event the Supplier will but be entitled to the reimbursement of the executed Delivery. This can be done without any reason or,

for example, if one or more of the following cases occurs:

- The contract between Client and Main Contractor related to the Project is not concluded;
- The Supplier or the proposed materials are not accepted by the Client;
- The required subsidies are not obtained;
- The necessary permit(s) is (are) not obtained.

14. MAKING AVAILABLE EQUIPMENT/MATERIAL AFTER THE TERMINATION OF THE AGREEMENT

After the termination of the Agreement, the Supplier will continue to make its equipment, materials, drawings and everything that the Supplier used for the execution of the Delivery available to the Main Contractor, subject to the payment by the Main Contractor of the rents or purchasing prices that applied during the Agreement, all this insofar as these haven't already been paid by the Main Contractor.

15. FORCE MAJEURE

15.1 Both Parties can claim force majeure towards one another to exonerate themselves for their liability for the non-observance of their contractual obligations, such within the limits set in this article.

15.2 Force majeure can but be invoked by a Party insofar as it concerns events that (cumulatively) (i) temporarily hamper the fulfilment of its obligations by that party or temporarily render such fulfilment impossible (ii) cannot be ascribed to the Party's fault, (iii) a Party could not reasonably have anticipated at the time the Agreement was concluded, (iv) a Party could not have avoided and (v) the consequences of which a Party could not have remedied in spite of having done everything possible to do so.

15.3 In order to be able to invoke force majeure, every Party must inform the other Party about this by serving a registered letter within 8 calendar days after the facts or within 8 calendar days after the party could or should have taken cognizance of the facts. These terms are deadlines that apply unless the Main Contractor is bound to the same or shorter deadlines with respect to the Client. If so, the same or shorter deadline minus 3 calendar days applies.

15.4 Claims, if any, on the basis of force majeure are but admissible and enforceable insofar as the facts or circumstances are acknowledged and accepted by the Client and insofar as they occur within the contractually agreed upon term. In such event, the Supplier is but entitled to an extension of the deadline and/or an additional remuneration if these have been awarded to the Main Contractor in connection with the Delivery under the Main Contract.

16. LIABILITY

16.1 The Supplier is subject to an obligation of result for all obligations entered into by it. The Supplier is liable vis-à-vis the Main Contractor and will fully indemnify the Main Contractor for all damage resulting from or related to the execution of the Delivery, both physical, material and immaterial, direct and indirect and foreseeable and unforeseeable damage, regardless whether or not such damage was caused by personnel, contractors and/or equipment of the Supplier. The Supplier is also liable for damage caused by the materials used for the Delivery as well as for damage caused by the equipment used by the Supplier, its contractors or its agents for the Delivery. 16.2 The Supplier is also accountable for all damage to adjacent facilities, both below- and above-ground.

The Supplier is liable for nuisance or damage directly or indirectly caused by it, its contractors and/or agents vis-à-vis third parties, including neighbouring properties, and it will fully safeguard the Main Contractor against such claims. In this regard, the Supplier will assume the liability as it results from articles 1382 up to and including 1386 of the Civil Code. The Supplier undertakes, at such simple written request from the Main Contractor, to take part in court-ordered or amicable expert appraisals.

17. INSURANCES

17.1 The Supplier undertakes to contract an insurance against accidents at work covering all its personnel as well as an insurance covering the equipment and materials that it uses on the Site. These insurance policies must include a waiver of recourse against the Main Contractor and its representatives, agents or suppliers, the Client and its representatives and agents, the architect and other consulting and/or inspecting bodies. If no waiver of recourse is stipulated, the Supplier must fully safeguard the Main Contractor against all financial consequences resulting from the absence of a waiver of recourse clause.

All vehicles used by the Supplier must be covered by a third-party liability insurance for motor vehicles.

17.2 The Supplier also undertakes to contract a third-party liability insurance for its business operations covering its liability towards third parties, including the Main Contractor and the Client as well as any other on-Site party that can be considered as a third party and also covering all damage caused to goods entrusted to it. The coverage must amount to minimum € 2,500,000 per insurance claim for mixed material, physical and immaterial damage and include an Entrusted Object coverage of minimum € 25,000. The Supplier's third-party liability insurance for its business operations will always intervene in first order, even if the insurance claim is also covered by an insurance against all construction site risks.

17.3 The premiums, deductible excess and exclusions in connection with the insurance contracts to be contracted by the Supplier are included in the Price.

17.4 The Supplier submits – at such first request from the Main Contractor – a certificate issued by its insurance company showing adequate insurance coverage and the regular payment of the premiums for all insurance contracts contracted by it. These certificates must mention the insured amounts and the applicable deductible excess. They must also include a commitment from the part of the Supplier's insurer not to terminate the insurance policy without having informed the Main Contractor about this at least 30 calendar days in advance. The policies not only cover the period of execution of the Delivery but also the warranty period.

17.5 If the insurer of the Main Contractor and/or the Client would intervene in an insurance claim caused by the Supplier or any of its contractors, the Supplier will be responsible for paying every deductible excess and, as the case may be, every exclusion and inadequate coverage.

17.6 Upon the bankruptcy, liquidation, dissolution or any other form of insolvency of the Supplier, the latter will transfer to the Main Contractor all its rights vis-à-vis its insurance companies. The Supplier will make sure that such transfer of policy clause is included in the insurance policy.

17.7 The existence or non-existence of insurance coverage

for damage or liability does not relieve the Supplier from its liability.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 All intellectual or industrial property rights to all materials, analyses, calculations, designs, drawings, models, reports, offers and other documentation developed and made available by the Main Contractor belong and remain with the latter.

18.2 The Supplier hereby transfers the industrial and intellectual property rights in connection with the Delivery to the Main Contractor. Wherever the Supplier would remain the owner of such rights, it hereby grants to the Main Contractor, free of cost, a worldwide, irrevocable, encumberable and transferable license – that is not limited in time, cannot be terminated and includes the right to grant sublicenses to third parties – for using these materials, analyses, calculations, designs, drawings, models, reports, offers and other documentation (or for having them used by third parties) in whatever way or form.

18.3 The Supplier safeguards the Main Contractor against claims from third parties for infringement (s) (if any) of intellectual or industrial property rights, trademarks, licenses and/or other third-party rights. The Supplier also commits itself to replace on its own account all materials, processes or methods of execution that are contested by the owner of the corresponding intellectual property right by a material, process or method of execution that does not violate any such right. The Supplier is accountable for all damage incurred by the Main Contractor following an infringement of such right.

18.4 These clauses apply without prejudice to more stringent provisions in the Main Contract, if any.

19. PROCESSING OF PERSONAL DATA

The Main Contractor processes the identity, contact and, as the case may be, other personal data as received from the Supplier and relating to the Supplier itself and its own (sub)supplier(s), if any, its staff, employees, agents and other useful contact persons. The purposes of this processing are the execution of this Agreement, the management of (sub)suppliers and accounting activities. The legal grounds are the execution of the Agreement, the observance of legislative and regulatory obligations (such as, for instance, the compulsory electronic attendance registration, the 30bis-notification of works, the attendance list or other obligations in the event of public contracts, etc.) and/or legitimate interests of the Main Contractor. For the electronic attendance registration, the e-ID-data or Limosa number, as the case may be, are also processed.

The above-mentioned personal data will be processed according to the provisions of the General Data Protection Regulation and will only be passed on to processors, addressees and/or third parties insofar as this is necessary for the above-mentioned processing purposes.

The Supplier bears responsibility for the correctness and up-to-date nature of the personal data submitted by it to the Main Contractor and undertakes to strictly observe the provisions of the General Data Protection Regulation vis-à-vis the persons whose personal data it communicates to the Main Contractor and also in connection with all personal data that it might receive from the Main Contractor and its staff, employees and agents. The Supplier confirms that it

will solely process the latter personal data within the scope of and with as legal ground the execution of the Agreement and the fulfilment of its legal obligations. The Supplier also undertakes to impose the observance of the regulations regarding the processing of personal data upon its own (sub)supplier(s) and to inform them about their corresponding obligations.

Upon potential infringements in connection with personal data ("data breaches"), the Supplier will immediately and, in any case, within 5 hours after having taken cognizance of it, inform the Main Contractor about the nature of the breach, its probable consequences and the measures that are proposed or taken to limit negative consequences, if any.

The Supplier confirms having been adequately informed about the processing of its personal data and about its rights to access, rectification, deletion and objection. For further explanation on this processing and on the rights, the Main Contractor explicitly refers to the Privacy Policy available on the website: <http://www.jandenu.com>

If the Supplier has any further questions regarding this privacy policy, he can contact the data controller or the data protection officer at privacy@jandenu.com.

The Supplier confirms having taken cognizance of the privacy policy through the website <http://www.jandenu.com> and accepting its content.

Whenever the Supplier fails to observe the relevant legislation on the processing of personal data and its applicable "Data Protection Notice", the Main Contractor will be entitled to take the necessary measures at the expense of the Supplier or to terminate this Agreement with immediate effect without any notice period or severance payment being required.

20. ETHICAL CODE OF CONDUCT

With respect to the execution of this Agreement, the Supplier undertakes to comply for the whole duration of the Agreement with the Jan De Nul Group Code of Conduct, rules and policies for suppliers, available at <https://www.jandenu.com/partners-suppliers>.

21. CONFIDENTIALITY – PUBLICITY

21.1 Unless explicitly agreed upon otherwise, the Supplier, including its directors, representatives, personnel, suppliers and consultants, is required to keep the content of the Agreement and all information in connection with the Agreement or the Main Contractor confidential, including prices, terms and conditions as well as the existence of the commercial relationship with the Main Contractor.

21.2 Placing an on-site panel indicating the identity of the Supplier is but allowed with the prior written consent from the Main Contractor.

22. WAIVER

No benefit or right accruing to either Party by virtue of this Agreement is annulled, nor is such benefit or right waived or considered having been waived unless this waiver has been pre-agreed upon in writing. The once-only waiver of a right or any action, condition or requirement established in this Agreement does not constitute a permanent waiver or a waiver of a similar right, action, condition or requirement in other events, unless it is explicitly mentioned otherwise.

23. SEVERABILITY

23.1 The invalidity and/or non-enforceability of a clause of the Agreement will not in any way affect the validity and/or

enforceability of the other clauses of the Agreement.

23.2 In such event, the Parties commit themselves to try to replace the invalid and/or non-enforceable clause(s) by an enforceable and valid clause with a similar result, both in practice and from an economic perspective, so that, basically, the object of this Agreement is at all times preserved.

24. COMPLETENESS

This Agreement contains all arrangements and obligations entered into by the Parties in connection with the object of this Agreement and replaces all prior arrangements, agreements, letters of intent or agreements in principle between the Parties in connection with this object.

25. APPLICABLE LAW – COMPETENT COURT – PRESCRIPTION

25.1 Every dispute resulting from the execution or interpretation of this Agreement, falls under the sole jurisdiction of the courts of Ghent, division of Dendermonde, which will judge according to Belgian law. If – following a re-qualification – the current Agreement must be considered as a purchasing/sales agreement, the application of the Treaty of Vienna on the purchasing of goods is already ruled out.

25.2 In derogation from the previous clause, the Supplier will, at such first request, intervene voluntarily in any pending or imminent court dispute in which the Main Contractor is involved and regarding to which the Main Contractor believes that the Supplier's intervention is asked for, no matter which court judges on this dispute. If in connection with the Main Contract the Main Contractor is involved in a dispute before an arbitrator or arbitration court, the Supplier will also intervene voluntarily. In the latter event, the Supplier explicitly confirms both for itself and for everyone for whom it is liable to be bound by it as if the arbitration clause would have been literally copied into the Agreement and it also confirms its consent with the arbitrator designated by the Main Contractor. The Supplier undertakes to cooperate constructively in arbitration procedures.

Decisions pronounced in court or in an arbitration procedure between the Main Contractor and the Client are enforceable upon the Supplier.

25.3 Under penalty of becoming nil and void, any legal claim that the Supplier wishes to lodge on the basis of the Agreement must be served upon the Main Contractor within two years after the provisional acceptance of the Works.