

## 1. DEFINITIONS

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

Special Conditions: part of the Agreement establishing the specific rules related to the Services.

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

Contract Documents: the documents described in the Special Conditions as being applicable to the Services.

Main Contractor: the party indicated as such in the Special 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.

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

Equipment: the equipment used by the Service Provider while executing the Services or the equipment let by the Service Provider to the Main Contractor.

Agreement: the agreement concluded between Main Contractor and Service Provider in view of the execution of the Services, consisting of Special Conditions, General Terms and Conditions and Contract Documents.

Price: the cost, or method for determining the cost, charged by the Service Provider to the Main Contractor for the Services according to the Agreement.

Project: the works, Services and deliveries, if any, assigned by the Client to the Main Contractor as described in the Main Contract.

Execution Term: the term within which the Services, or parts or phases of the Services, must be executed.

Site: the location where the Services must be executed.

Services: the Services as described in article 1.1 of the Special Conditions outsourced by the Main Contractor to the Service Provider according to the terms and conditions of the Agreement.

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.

Act of 24 July 1987: Act of 24 July 1987 regarding temporary employment, interim work and making available employees to the benefit of users.

## 2. GENERAL PRINCIPLES

2.1 In its capacity as professional Service Provider, the Service Provider assumes full responsibility for the execution of the Services according to the Agreement, the legal requirements, prevailing standards and industry practices. It ensures having the necessary licenses and accreditations for executing the Services.

2.2 The Service Provider will perform the Agreement according to the "back-to-back" principle: The Service Provider 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 Services back-to-back with the Main Contract and according to the principle of transparency. The Service Provider explicitly confirms that it has fully understood and subscribes to the scope of these back-to-back and transparency principles. The Services will be executed 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. The Service Provider 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. All decisions of the Client, such as complaints, rejections, reductions in value, fines, penalties, etc.,

relating in whole or in part to the Services, will be enforceable against the Service Provider, which will immediately take the necessary actions and fully indemnify the Main Contractor at such first request. Finally, the Service Provider 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 Service Provider is bound by an obligation of result. 2.3 The Main Contractor has made the documents that apply to the Services available to the Service Provider; the latter confirms having taken cognizance of them and accepting them. Insofar as its Services are concerned, the Service Provider 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, (court-imposed and/or administrative) fines, penalties, compensations for damage and/or indemnification claims) within the scope of the Services. To this end, the Service Provider explicitly acknowledges that the Main Contractor will be entitled to withhold invoices for impending or reasonably foreseeable claims.

2.4 The Service Provider undertakes to immediately inform the Main Contractor in writing about ambiguities, gaps, errors or inconsistencies in or among Contract Documents 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 Service Provider within seven Working Days after having received these documents, or within a shorter term if so imposed by the Main Contract, the Service Provider 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 Service Provider's account.

2.5 The Service Provider acknowledges having familiarised itself with the site layout and access roads. By commencing the Services, the Service Provider accepts the site in its current state. If its Services build on Services executed by other contractors or on existing Services, the Subcontractor acknowledges having taken cognizance of the state and characteristics of these Services and – by commencing the Services – it also accepts the state and characteristics of these earlier Services.

2.6 The Service Provider solely adheres to the instructions of the Main Contractor insofar as the planning, organisation and execution of the Services are concerned.

## 3. SUBCONTRACTING

The Service Provider is not allowed to outsource the Services, neither wholly, nor partially.

## 4. SCOPE OF THE SERVICES – PRICE LIST – CHANGES

4.1 The Services include all direct or indirect performances and deliveries that are necessary and/or useful for performing the Services according to the applicable laws and regulations, the prevailing standards, the provisions of the Contract Documents and industry practices and to the satisfaction of the Main Contractor, the Client and inspection authorities.

4.2 The Services include among others (i) the coordination of the Services with the works of the Main Contractor and other contractors of the Main Contractor; (ii) the installation of the site of the Service Provider that is not is made available to the Service Provider by the Main Contractor; (iv) the removal and separation of waste and contaminants resulting from the execution of the Agreement; (iv) all actions necessary for the approval of the Services;

(v) all actions necessary for the proper execution of the Agreement, including repairs or replacements that would be required to this end.

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

4.4 The Main Contractor may at all times make amendments to the Services (adding, cancelling or changing items). Such changes are but valid insofar as these have been specifically confirmed in writing by the Main Contractor. Changes to the Services do not provoke an extension of the Execution 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 Service Provider 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 Services, 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 Execution Term to be applied can be invoked to justify a refusal from the part of the Service Provider to start or continue with the execution of the relevant changes. As for changes to be executed at the request of the Client, the Service Provider is but entitled to a revision of the Price or an adjustment of the Execution Term if and to the extent that these have been awarded by the Client for the Services.

4.5 The Service Provider 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 Execution Term or an increase of the Price or any other compensation for the Service Provider and are considered having been executed to the benefit of the Main Contractor. The Service Provider is but entitled to a revision of the Price or an adjustment of the Execution Term if and to the extent that these have been awarded by the Client for the Services.

## 5. PRICE AND PAYMENT

5.1 The Price covers all Services to be executed by the Service Provider according to the Agreement, including all additional Services, studies, deliveries and performances that, even if not explicitly included, are necessary or useful for the flawless execution of the Services, 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 actually executed net units (m<sup>3</sup>, m<sup>2</sup>, percentage, etc.). The unit prices are considered having been drawn up according to the Service Provider's own calculations and to include all necessary elements such as, among others, wages, social security contributions, equipment, duties, taxes of whatever nature, costs for intellectual property rights and travel expenses so that the Service Provider 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 execution of the Services, regardless of the authority imposing them (municipality, province...).

The Price also includes all costs related to the maintenance, inspection and testing of the Equipment that the Service Provider uses to provide the Services to the Main Contractor.

5.2 Invoicing is done according to the clauses of the Special Conditions and the relevant provisions of law. If invoices do not

observe these formalities, they are automatically and legally considered as being immediately protested.

5.3 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 Services for which they have been made.

5.4 Unless specifically mentioned otherwise in the Special 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 Service Provider 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. The Service Provider is not entitled to suspend or delay its Services, neither temporarily nor permanently, on account of the whole or partial (temporary) non-payment of one or more of its invoices.

5.5 The Main Contractor is entitled to – temporarily or finally – settle payments that it is due to the Service Provider with payments that it owes or will reasonably owe from the Service Provider in connection with the Services or other Services that the Service Provider executes for the Main Contractor, including Services 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 Service Provider. This provision also applies upon the bankruptcy, liquidation or cessation of business from the part of the Service Provider or upon the early termination of the Agreement, whether or not the relevant debt is payable, fixed or certain.

5.6 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 Service Provider 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 Service Provider cannot claim any other compensation whatsoever. Interests are granted at the legal interest rate, as established by application of the Law of 5 May 1865 on loans at interests and the Law of 2 August 2002 regarding the fight against payment arrears in commercial transactions. 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 Service Provider is not entitled to suspend or delay its Services, 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

## 6. EXECUTION TERM AND PLANNING

6.1 The Service Provider commits itself to strictly observe the agreed upon Execution Term and planning. This constitutes an obligation of result as well as an essential condition of the Agreement. The Service Provider 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 Service Provider will be systematically communicated to the latter. Upon the start of the Services at the latest, a detailed planning is drawn up in which the Service Provider clearly mentions when which decisions must be made or approvals must be given to be able to observe the Execution Term, taking into account customary study and delivery terms. In its planning, the Service Provider should also consider the normal on-Site working hours, i.e. from Monday to

Friday from 07.00 h 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 Services to a later date depending on the commitments and uncertainties of the main contract. The Service Provider will accept these changes without such entitling it to claim an adjustment of the Price, a compensation for damage or an extension of the Execution 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 Services. The Service Provider acknowledges that the Client is entitled to suspend the Services and that the Main Contractor must coordinate the various Services of the various Service Providers that are present on the Site. The Service Provider will in this regard adhere to the instructions of the Main Contractor. The Service Provider cannot claim an adjustment of the Price, a compensation for damage or an extension of the Execution 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 Services. The Service Provider undertakes to inform the Main Contractor immediately about any fact or circumstance that may have an impact on the Execution Term, regardless whether or not the Main Contractor may already be aware of it.

6.2 To compensate for damage incurred by the Main Contractor on account of a delay for which the Service Provider is accountable, the Service Provider will be due to the Main Contractor an irreducible compensation for damage as established in the Special 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 Service Provider is accountable. The Service Provider 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 Execution Term and of partial or interim terms.

#### 7. RENDERING OF SERVICES.

7.1 The Services must be executed as specified in the Contract Documents.

7.2 The Main Contractor can at all times order the suspension or renewed execution of non-conforming Services (including fabrication and/or production activities) and refuse all Services, 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 Contract Documents.

7.3 During the execution of its Services and upon any intervention from the part of the Service Provider, the latter is responsible for the cleanliness and neatness of its part of the Site. The Service Provider will clear and clean up its part of the Site on a daily basis. At the end of its Services, the Service Provider will clear and clean up its part of the Site entirely. If after a formal notice the Service Provider 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 Service Provider and without requiring prior permission from court to do so.

7.4 The Service Provider undertakes to provide the Main Contractor during the execution of the Services in a timely manner with all documents (among others calculations, technical datasheets, equipment specifications, inspection certificates, quality plans and detailed plans, certificates, as-built documents, documents for EPB-calculations...) that the Main Contractor needs to comply with the obligations imposed by the Client, permits and/or applicable laws and regulations.

7.4 At the request of the Main Contractor, the Service Provider 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 Service Provider as a registered letter.

7.5 The Service Provider delegates a representative who masters the language of the Agreement and has adequate technical expertise as well as the authority to commit the Service Provider and who consults with the Main Contractor on the execution method and gives the necessary instructions to the Service Provider's on-site employees and sub-service providers. The Service Provider communicates the identity of this representative to the Main Contractor prior to the start of the Services. The Main Contractor reserves the right to have the representative replaced for good reason.

7.6 Unless explicitly agreed upon otherwise, the Service Provider is not allowed to use forbidden tools and/or Equipment belonging to the Main Contractor. The Main Contractor may invoice every use of its tools and/or Equipment to the Service Provider.

#### 8. GROUNDS FOR EXCLUSION PUBLIC CONTRACTS

8.1 If the Agreement is concluded in connection with a public contract, the Service Provider warrants that the grounds for exclusion established in relevant legislation regarding public contracts, i.e. mandatory grounds for exclusion, fiscal and social security debts and optional grounds for exclusion, do not apply to it. The Service Provider will submit the corresponding statements and certificates to the MAIN CONTRACTOR.

8.2 If such ground for exclusion would apply, the Service Provider will either take corresponding corrective actions or show – whether or not in combination with a regularisation – that it need not be excluded in spite of the existence of fiscal or social security debts.

8.3 All changes in the above-mentioned situations must be communicated immediately to the Main Contractor.

8.4 Whenever the Client draws up a report establishing a shortcoming, the Main Contractor will immediately inform the Service Provider about this. The Service Provider has a term of 7 calendar days to pass on missing information.

8.5 The non-observance of the present clause 10 represents a serious contractual fault and may give cause to the sanctions established in the Agreement.

#### 9. QUALITY ASSURANCE

9.1 The Service Provider acknowledges being aware of the fact that the Main Contractor follows a number of quality, safety and environmental management systems. Within the scope of their contractual performances and deliveries, the Service Provider and, as the case may be, sub-service providers for which it is accountable, will adhere to the relevant procedures so as to ensure the quality assurance ('QA') level pre-set by the Main Contractor.

9.2 If the Service Provider applies a quality assurance system of its own, it must, prior to starting the Services, 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.

#### 10. ENVIRONMENT

10.1 The Service Provider undertakes to perform the Services with due respect for the environmental protection laws and regulations. It will also comply with the environmental protection regulations that apply on the Site. Clearing up and disposing of its waste outside the Site and cleaning up after the execution of its Services are responsibilities of the Service Provider and must be performed at its expense on a daily basis; the corresponding costs are included in the

Price.

10.2 The Service Provider must collect inert waste, recoverable and recyclable waste and other non-toxic waste separately.

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

#### 11. HEALTH AND SAFETY

11.1 Insofar as applicable, the Service Provider 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 for construction sites and the Codex on the Well-Being of Employees. The Service Provider must ensure this both for its own personnel and for third parties engaged by it. All persons working on the Site must coordinate their activities and mutually inform one another on existing or potential professional risks. In this regard, we also refer to the 'HSE rules for Service Providers/independent workers on Belgian construction sites', which have been attached to the Agreement.

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

11.3 The Service Provider will draw up its project-specific health and safety plan in the language of the Agreement and submit it to the Main Contractor at least 15 calendar days prior to the start of the Services. This health and safety plan contains an analysis of the risks associated with the execution of the Service Provider's on-site activities, both for its own personnel and for any other intervening party on the Site. This risk analysis takes into account the Site-specific working conditions and establishes the resulting prevention, hygiene and protection measures that will be applied. The Service Provider undertakes to adjust this safety plan at such simple request from the Main Contractor or safety coordinator.

11.4 To ensure an efficient safety coordination on the Site, the Service Provider must appoint an on-site safety supervisor who will attend the coordination meetings organised by the Main Contractor or the safety coordinator to which he has been invited. This safety supervisor must master the language of the Main Contract.

11.5 The Service Provider must at all times observe the safety and health instructions given by the Client and/or the safety coordinator, site management and/or prevention department of the Main Contractor. All members of staff of the Client and the Main Contractor are entitled to impose the observance of all on-site prevention and protection regulations. The Service Provider will take all necessary precautions so as to ensure the protection and safety of its own personnel, the personnel of the Main Contractor and co-contractors and all other craftsmen and third parties that are present on the Site.

11.6 Unless agreed upon otherwise, the Service Provider is responsible for the implementation and observance of personal and collective protection and hygiene measures. In no circumstances whatsoever, collective protection equipment may be removed,

displaced or adjusted by the Service Provider save with the explicit and written consent of the Main Contractor and/or safety coordinator. The Main Contractor rejects all responsibility for accidents or diseases that may occur during the use of its Equipment (scaffolding, ladders, goods lifts etc.) by the Service Provider. Before allowing its personnel to execute Services with it, the Service Provider must check that this Equipment fully corresponds with the applicable safety regulations (prevention and protection). All on-site agents and employees of the Service Provider must use the required and necessary individual protection equipment made available by the Service Provider on its own and sole responsibility. The Main Contractor can under no circumstances be held responsible for the non-availability or for the defective or unsuited nature of individual protection equipment.

11.7 All Equipment used by the Service Provider to execute its works and the execution of these works itself 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. The Main Contractor reserves the right to deny access to Equipment that does not comply with the above-mentioned provisions. For every machine that must be inspected by a recognised inspection body, the most recent inspection report as well as the commissioning report signed by the prevention officer of the Subcontractor must be available for perusal to the competent inspection bodies, the Client and the Main Contractor. The Service Provider will see to it that the compulsory periodical inspections are carried out. All machines and devices of the Service Provider must be fitted out with instruction cards. These must be attached to the machine or device at a clearly visible spot and contain clear and sufficient instructions for operating the machine in a safe way. The Service Provider must ensure that the machines and devices are always used by competent personnel that has been trained to this purpose.

11.8 In accordance with article 94ter § 2 of the Act of 4 August 1996, the Service Provider undertakes to designate the prevention officer prior to the start of the Services. The latter will, as the case may be, be entrusted with the investigation of serious accidents on the Site. The Service Provider must inform the Main Contractor immediately about any incident or industrial accident involving one of its own employees or employees of its own service providers and to communicate to the Main Contractor every month the number of lost days on account of industrial accidents. The Service Provider is compelled to transmit the declaration form of an industrial accident for its insurance company by fax or e-mail to the Main Contractor's site management for information purposes. If a serious accident in the sense of the Royal Decree of 24 February 2005 has occurred and a detailed report must be drawn up, the Service Provider is compelled, minimum two Working Days prior to sending the report to the competent authorities, to send this document by fax or e-mail to the Main Contractor's site management for inspection. When transmitting the final comprehensive report to the competent authorities, the Service Provider will send a copy to the Main Contractor.

#### 12. PERSONNEL

12.1 The Service Provider will make available qualified personnel for the execution of the Services. The number of workers made available by the Service Provider will always be adjusted to the importance of the works to be executed and the Execution Term to be observed.

12.2 The Main Contractor can demand from the Service Provider that the latter removes (a) person(s) working on the Site or has him/her (them) removed in the event of persistent (i) misconduct, (ii) conduct that is detrimental to health, safety and the environment, or (iii) if, in general, this person doesn't (these persons don't) adhere to the provisions of the Agreement. In such event, the Service Provider will appoint another suitable person (other suitable persons) to perform the on-Site Services in his/her (their) place. 12.3 In accordance with the Act of 4 August 1996 regarding the wellbeing of employees, the Service Provider and its (sub)service providers must register every day all data on the on-Site presence of every person executing Services on its behalf and such before this person enters the Site. The Service Provider undertakes to register these data effectively and correctly and to send them to the database of the national social security office ('RSZ') (Checkin@Work). This obligation applies to every level of service providers. In this respect, the Service Provider is reminded that article 16, § 1, 3° and 4° and § 3 of the Act of 8 December 1992 regarding the protection of privacy in connection with the processing of personal data must be adhered to. This registration does in no way imply any exercising of any employer's authority. The Service Provider will be fully responsible – indemnifying the Main Contractor to the fullest extent – for all losses, accidents, direct and indirect damage (including fines, if any) and/or complaints of any nature whatsoever that result from the non-observance or incorrect application of this article by the Service Provider and/or its (sub)service providers (regardless of the level of service providers). Considering the extent of the liability involved, the Main Contractor will be entitled to legally suspend the execution of its obligations at the expense of the Service Provider and/or to terminate the Agreement at the expense of the Service Provider upon the non-observance of this article by the Service Provider and/or its (sub)service providers. Anyway, the Main Contractor reserves the right to deny access to the Site to all persons that do not comply with the obligations of the present article. The Service Provider will fully indemnify the Main Contractor for all damage directly or indirectly resulting from these shortcomings and safeguards the Main Contractor against claims lodged by third parties (a/o the Client) on account of them.

12.4 The Service Provider will only employ personnel and/or call upon third parties that are adequately competent and have the necessary qualifications.

12.5 The Service Provider undertakes, on its own responsibility, to pay its staff wages and fees in accordance with the prevailing regulations for the relevant services and, more in general, to observe all fiscal and social legislation, as well as the working regulations that apply to the personnel that it employs within the scope of the execution of the Services. The Service Provider also commits itself to provide the Main Contractor at such first request with all information and (supporting) documents so as to enable the latter to check whether the above-mentioned obligations have indeed been observed by the Service Provider. Foreign Service Providers must observe the working regulations and wage and employment conditions as these have been established by Belgian laws and regulations or by conventional provisions for all work performances that are carried out in Belgium.

For employees of the Service Provider and, as the case may be, self-employed persons who are not EU citizens, all formalities regarding work cards and work permits and all obligations in connection with the access to and residence in the country in which the Services are executed, must be observed.

2 Working Days prior to starting the Services (and prior to all subsequent expiry dates), the Service Provider will provide the Main

Contractor with a copy of all relevant documents for all persons involved in the execution of the Services: (i) all secondment forms (e.g. A1, L1); (ii) all receipts (L-1); (iii) all passports or identity documents; (iv) work cards; and (v) work permits. The Service Provider or its proxy will keep a copy of all individual accounts and payslips of the employees seconded by it to Belgium at the disposal of the competent inspection bodies. If the Service Provider employs foreign workers and/or self-employed persons on the Site and it is established during an inspection that one or more persons do not have valid Limosa, Dimona and/or secondment forms (e.g. A1), a flat rate fine of €5000.00 per infringement will be charged (unless otherwise agreed upon in the Special Conditions), without prejudice to the other rights of the Main Contractor and without prejudice to the right of the Main Contractor to recover the actual damage (including fines) from the Service Provider as a result of the Service Provider's non-compliance with the relevant regulations.

12.6 According to article 7/1 of the Secondment Act, the Service Provider must at all times be able to submit the necessary documents through the Contact Person at such first request from the competent Belgian authorities, such as, among others, (1) a copy of the employment contract of seconded employees or an equivalent document (2) information on the foreign currency used for paying the wages, the benefits in kind and the conditions for the repatriation of seconded employees, (3) an overview of the working hours indicating the start, end and duration of the daily working time of seconded employees; (4) payment receipts for the wages of seconded employees. These documents must be submitted at such first request in any of the Belgian national languages or in English. The Service Provider also undertakes to submit these documents at such first request to the Main Contractor, as well as a translation in any of the Belgian national languages or in English.

According to article 7/2 of the Secondment Act, the Service Provider undertakes to appoint a contact person prior to the employment of seconded employees in Belgium and to properly communicate the data of this Contact Person to the competent Belgian authorities. The Service Provider also undertakes to pass on the data of this Contact Person, as well as all changes to them, to the Main Contractor.

12.7 The Service Provider explicitly undertakes that it does (will) not employ personnel that is staying illegally in Belgium.

12.8 If the Services are executed within the scope of a public works contract, the Service Provider must also observe the specific working conditions as established in the relevant legislation.

12.9 All personnel of the Service Provider remains at all times under the latter's authority, management, supervision and responsibility and will at no time be regarded as employees or agents of the Main Contractor. The Main Contractor will not be entitled to exercise any authority over the Service Provider's personnel that is normally assigned to an employer.

According to Article 31, §1, second and third clause of the Act of 24 July 1987, the Parties acknowledge and accept that the observance by the Main Contractor of its obligations in the field of the wellbeing at work and the instructions that may be given by the Main Contractor during the execution of the Services cannot be regarded as the exercising of any authority by the Main Contractor over Personnel engaged by the Service Provider for the execution of the Services.

The parties explicitly agree that the following instructions are regarded as "instructions within the scope of the execution of the Services": (i) instructions regarding the observance of the Service Provider's obligations in terms of ensuring the wellbeing of its employees and all safety obligations in the widest sense of the word;

(ii) instructions regarding the execution and planning of the Services be executed as well as interim alterations, if any, to be taken into account by the Service Provider while executing the Services; in this context, the Main Contractor is entitled, particularly in view of the invoicing of the Services to be executed, to check the working and rest periods of the Service Provider's personnel; (iii) instructions regarding the opening and closing hours of the construction site as well as (to the extent applicable) the periods in which the services are interrupted; (iv) instructions and/or technical advice regarding the use and/or maintenance of machines, Equipment and goods of the Main Contractor, including all training that might be required for the execution of the Services and that are typical of the Main Contractor; (v) instructions regarding access to the locations and/or facilities of the Main Contractor; (v) instructions regarding the procedures and methods of the Main Contractor that must be taken into account during the execution of the Services; (vii) instructions regarding urgent and/or protective interventions or actions that may be required to ensure the safety and wellbeing at work or to prevent economic damage or to assure the quality of the Services and to avoid that the incorporation of unsuited or non-conforming materials would cause damage and/or that defective work would be covered, including the temporary suspension of the Services; (viii) instructions resulting from the Specifications or other Contract Documents; (ix) urgent provisional and/or protective measures that must be taken to prevent and/or limit damage to Services of the Main Contractor, the Service Provider or third contractors; (x) instructions and comments upon the incorrect execution of the Services; and (xi) in general, all instructions that are directly related to the proper execution of the Services.

The Parties acknowledge and accept that the above-mentioned instructions by no means undermine the employer's authority of the Service Provider or the latter's own service providers, if any.

So as to enable the Main Contractor to give instructions within the scope of the provisions of the Act of 24 July 1987, the Service Provider will designate a person as project/site manager, who will be the contact person for the site management of the Main Contractor (the "Central Contact Person"). This Central Contact Person will then be responsible for the daily instructions to the Service Provider's personnel so as to ensure the correct execution of the Services. If this person cannot be reached or is absent, the Service Provider will immediately inform the Main Contractor and designate an alternate Central Contact Person. The designated project/site manager is the Main Contractor's only on-site contact person. The Service Provider must ensure that its own service providers, if any, also designate a responsible person as their contact person.

### 13. WAGE DEBTS

13.1 In case the General Labour Inspectorate reports to the Main Contractor that the Service Provider or any of its (sub)service providers is defaulting on their obligation to pay their employees in a timely manner the wages they are entitled to by application of article 35/2 of the Act of 12/04/1965, the Main Contractor has the option to either legally and immediately terminate the Agreement at the expense of the Service Provider without requiring a formal notice or prior court intervention, or to continue the execution of the Agreement on the condition that the Service Provider provides the Main Contractor with sufficient financial guarantees covering the Main Contractor's joint and several liability.

13.2 The Service Provider confirms to the Main Contractor that it has received the contact details of the website of the Federal Public Service for Employment, Labour and Social Dialogue, which includes information regarding the applicable wages (as referred to in article 35/6/1, 9°, Wage Protection Act): [www.minimumlonen.be](http://www.minimumlonen.be) and in

general [www.werk.belgie.be](http://www.werk.belgie.be) and makes sure that third parties engaged by it also consult this website.

The Service Provider confirms that it pays and will continue to pay in a timely manner the wages to be paid, as these appear from the information provided by the competent public authority on the aforementioned website, to its employees and that it imposes the same obligation upon third parties engaged by it.

### 14. APPROVAL OF SERVICES

14.1 The Services will be deemed to be completed upon receipt by the Main Contractor of a written notification of completion from the Service Provider and the subsequent inspection and acceptance of the Services by the Main Contractor. The Main Contractor is entitled to provisionally or conditionally accept the Service Provider's performance, stating the conditions that must still be fulfilled before the Services can be definitively accepted.

14.2 The approval of the Services must always be given explicitly. Under no circumstances, a tacit approval can be derived, neither from the payment of the invoices of the Service Provider, nor from the lack of complaints during a certain period of time.

14.3 An approval given by the Main Contractor – whether provisional or final – does not release the Service Provider from its obligations under this Agreement.

14.4 Regardless of any approval, the Main Contractor remains fully entitled to any claim and any right or remedy in respect of any default, non-performance, incomplete performance, delay in performance and/or defective performance of the Services, regardless of whether or not the Main Contractor could have discovered the default or use before or upon approval of the Services.

### 15 WARRANTIES

15.1 The Services are subject to the same warranties as the warranties given by the Main Contractor to the Client according to the Main Contract. As from the approval of the Services, the Service Provider will at such first request from the Main Contractor intervene and solve all problems, repair, replace or redo defective Services fully compensate any damage and decrease in value caused directly or indirectly as a result.

### 16 CONTRACTUAL SHORTCOMING – MEASURES – TERMINATION FOR CAUSE

16.1 The Service Provider is in default, among others, when failing to meet its contractual or legal obligations. Whenever the Service Provider is in default, the Main Contractor can take measures, without any court intervention being required, but only after a formal notice to the Service Provider remains without positive result. Without prejudice to the application of article 16.2 of the General Terms and Conditions, the Main Contractor can proceed with measures if the Service Provider fails to respond adequately and within the set time frame. Such measures include among others: (i) denying the Service Provider, its personnel, its service provider or the latter's personnel access to the Site; (ii) using own resources or through third parties, repairing, replacing, re-executing (upon a defective performance) and/or continuing the Services wholly or partially at the expense and risk of the Service Provider; (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.

16.2 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 Service Provider. The following events are considered as serious contractual shortcomings (non-exhaustive list): (i) the non-observance of the obligation under article 3 of the

General Terms and Conditions; (ii) the fact that the Service Provider or its agents has or have social security and/or fiscal and/or wage debts; (iii) the employment of persons residing illegally in the country; (iv) violations of obligations of whatever nature as imposed by social and labour legislation; (v) the non-observance of provisions in connection with the (electronic) attendance registration; (vi) violations of safety, quality, health and environmental regulations; (vii) offences penalised by criminal law; (viii) not being able to remedy shortcomings, delays, etc. for which a formal notice was served upon the Service Provider within the time frame established in the formal notice; (ix) the fact that the Service Provider is not in possession of the legally required certificates and accreditations; (x) the fact that the Service Provider did not contract the required insurance coverage as imposed in article 21 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 Service Provider's assets or upon a suspension of payments from the part of the Service Provider or an affiliated company of the Service Provider insofar as this company realises a turnover amounting to at least 5% of the group's turnover. The same applies in the event of an (imminent) change of at least 30% in the shareholders' structure of the Service Provider or the (imminent) appointment of a court-ordered administrator (even for a limited assignment) for the Service Provider.

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 Services). The Service Provider, on the other hand, will have no right to any compensation for damage whatsoever.

16.3 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 Services will not be executed by the Service Provider, the Main Contractor will invite the Service Provider to attend the drawing up of a contradictory inventory so as to establish the state of progress of the Services. This invitation will be sent at least 24 hours beforehand. If the Service Provider 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 Services. This inventory will be considered as contradictory and enforceable upon the Service Provider, even if the latter is not present. The costs for this inventory are at the Service Provider's expense.

16.4 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.

#### 17. TERMINATION WITHOUT CAUSE

17.1 The early termination of the Main Contract by the Client entitles the Main Contractor to terminate the Agreement. In such event, the Service Provider will but be entitled to the reimbursement of executed Services and a compensation for incurred damage, if any, to the extent that the Main Contractor itself receives such reimbursement/compensation from the Client unless if and insofar as the Main Contract is terminated due to the fault of the Main Contractor only.

17.2 Furthermore, the Main Contractor is at all times entitled to terminate the Agreement unilaterally, in which event the Service Provider will but be entitled to the reimbursement of the executed services. This can be done without any reason, or for example, if one or more of the following events occurs: the assignment between the Client and the Main Contractor concerning the Project is not concluded, the Service Provider or the proposed Services are not

accepted by the Client, the necessary subsidies are not obtained, the necessary permit(s) are not obtained, and so on.

#### 18. AVAILABILITY OF EQUIPMENT/MATERIAL

18.1 The Service Provider will provide all supervision, labour, materials, installations, Equipment and all other items, of a temporary or permanent nature, that are necessary for the proper execution of the Services.

18.2 The Service Provider will repair flaws in the Services within a reasonable period of time, for example if the flaw is due to Equipment, materials or workmanship that does not meet the requirements established in the Agreement.

18.3 The Equipment (as the case may be, let without an operator) is of sound quality, in good condition, well maintained, free of any defects and suitable for the purpose for which it is intended. The Service Provider makes sure that it accepts full responsibility and that the Equipment complies with all requirements for the entire duration of the Agreement. The Service Provider will, for the entire duration of the Agreement, take care of all repair and maintenance works that are needed for the Equipment.

18.4 After the termination of the Agreement, the Service Provider will continue to make its Equipment, materials, drawings and everything that the Service Provider used for the execution of the Services 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.

#### 19. FORCE MAJEURE

19.1 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.

19.2 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.

19.3 In order to be able to invoke force majeure, every Party must inform the other Party about this by serving a registered letter within 7 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.

19.4 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 Service Provider 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 Services under the Main Contract.

#### 20 LIABILITY

The Service Provider is subject to an obligation of result for all obligations entered into by it. The Service Provider 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 Services, both physical, material and immaterial, direct and indirect and foreseeable and unforeseeable damage, regardless whether or not such damage was caused by personnel, a (sub)service provider, a supplier and/or Equipment of the Service Provider. The Service Provider is also liable for damage caused by the materials used for

the Services as well as for damage caused by the Equipment used by the Service Provider, its (sub)service providers or its agents. The Service Provider is also accountable for all damage to trenches, piping, cables, wiring or pipe networks, sewers and, in general, all adjacent installations, both below- and above-ground.

The Service Provider is liable for nuisance or damage directly or indirectly caused by it, its (sub)service providers 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 Service Provider will assume the liability as it results from articles 1382 up to and including 1386 of the Civil Code. Insofar as according to the Main Contract the Main Contractor is responsible for this, the Service Provider will also entirely assume the faultless liability for neighbourhood nuisance as meant by article 544 of the Civil Code. The Supplier is liable for any disturbance to the balance with neighbouring properties and will be responsible for restoring this balance at its own cost and risk and, as the case may be, pay the corresponding compensations. The Service Provider undertakes, at such simple written request from the Main Contractor, to take part in court-ordered or amicable expert appraisals.

#### 21 INSURANCES

21.1 The Service Provider 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 Service Providers, the Client and its representatives and agents, the architect and other consulting and/or inspecting bodies. If no waiver of recourse is stipulated, the Service Provider 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 Service Provider must be covered by a third-party liability insurance for motor vehicles.

21.2 The Service Provider 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, all damage caused to goods entrusted to it and neighbourhood nuisance as meant by article 544 of the Civil Code. The coverage must amount to minimum € 2,500,000 per insurance claim for mixed material, physical and immaterial damage and must also include an Entrusted Object coverage of minimum € 25,000. The Service Provider'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.

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

21.4 The Service Provider 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 Service Provider'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 Services but also the warranty period.

21.5 If the insurer of the Main Contractor and/or the Client would intervene in an insurance claim caused by the Service Provider or any of its (sub)service providers, the Service Provider will be responsible

for paying every deductible excess and, as the case may be, every exclusion and inadequate coverage

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

21.7 The existence or non-existence of insurance coverage for damage or liability does not relieve the Service Provider from its liability.

#### 22. INTELLECTUAL PROPERTY RIGHTS

22.1 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.

22.2 The Service Provider hereby transfers the industrial and intellectual property rights in connection with the services to the Main Contractor. Wherever the Service Provider 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.

22.3 The Service Provider 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 Service Provider 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 Service Provider is accountable for all damage incurred by the Main Contractor following an infringement of such right.

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

#### 23. PROCESSING OF PERSONAL DATA

The Main Contractor processes the identity, contact and, as the case may be, other personal data as received from the Service Provider and relating to the Service Provider itself and its own (sub)service provider(s), if any, its personnel, employees, agents and other useful contact persons. The purposes of this processing are the execution of this Agreement, its management of suppliers/Service Providers 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 Services, 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 Service Provider 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 Service Provider 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 legal obligations. The Service Provider also undertakes to impose the observance of the regulations regarding the processing of personal data upon its own (sub)service provider(s) and to inform them about their corresponding obligations.

Upon potential infringements in connection with personal data (data breaches), the Service Provider will immediately and, in any case, within five 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 Service Provider confirms having been adequately informed about the processing of its personal data and about its rights to access, rectification, deletion and objection. For further details about this processing and about the rights related to it, the Main Contractor explicitly refers to the privacy policy that is available on its website: [www.jandenul.com](http://www.jandenul.com)

Should the Service Provider have additional questions about this privacy policy, the Service Provider can contact the data controller or Data Protection Office through the following e-mail address: [privacy@jandenul.com](mailto:privacy@jandenul.com).

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

Whenever the Service Provider 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 Service Provider or to terminate this Agreement with immediate effect without any notice period or severance payment being required.

#### 24. ETHICAL CODE OF CONDUCT

With respect to the execution of this Agreement, the Service Provider 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 on <https://www.jandenul.com/partners-suppliers>.

#### 25. CONFIDENTIALITY – PUBLICITY

25.1 Unless explicitly agreed upon otherwise, the Service Provider, including its directors, representatives, personnel, service providers, 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.

25.2 Placing an on-site panel indicating the identity of the Service Provider is but allowed with the prior written consent of the Main Contractor.

#### 26. 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.

#### 27. SEVERABILITY

27.1 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.

27.2 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.

#### 28. COMPLETENESS

28.1 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.

#### 29 COMMUNICATION

29.1 The Service Provider uses Dutch or French on the Site and in all communication with the Main Contractor on the Agreement.

29.2 The Contractor will provide for a team leader or foreman who knows Dutch or French and is continuously present on the Site for the whole duration of the services.

#### 30. APPLICABLE LAW AND COMPETENT COURT – PRESCRIPTION

30.1 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.

30.2 In derogation from the previous clause, the Service Provider 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 Service Provider'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 Service Provider will also intervene voluntarily. In the latter event, the Service Provider 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 Service Provider 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 Service Provider.

30.3 Under penalty of becoming nil and void, any legal claim that the Service Provider 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 Service.