

# General terms and conditions of purchase

This document contains the general terms and conditions of purchase of **Oleon NV (Belgium)**. If you are selling to another Oleon company, please contact your purchase representative to receive the general terms and conditions of purchase for your region.

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- "Oleon's Documentation" means any models, samples, drawings, data, materials and other documents provided to the Supplier by Oleon;
- "Confidential Information" has the meaning defined in Article 16.1;
- "Supplier" means the supplier of the Goods and/or the provider of the Services to Oleon;
- "Control (to Control)" means any (i) ownership, directly or indirectly, of at least 50% of the shares or the voting interest in such other company, or (ii) any other arrangement whereby a Party has the right to appoint and/or dismiss, the majority of the board of directors or equivalent governing body of such other company;
- "CISG" means the United Nations Convention on Contracts for the International Sale of Goods;
- "Force Majeure Event" has the meaning defined in Article 18;
- "Goods" mean any goods, in the widest sense of the word, as set out in the Purchase Order;
- "GTC's" mean these general terms and conditions of purchase, as amended from time to time;
- "Intellectual Property Rights" means patents, copyright, neighboring and related rights, trademarks, designs, business names and domain names, good-will, rights in computer software, database rights, and all other possible property rights on immaterial goods, whether registered or unregistered;
- "Oleon" means Oleon NV, Assenedestraat 2, 9940 Evergem (Ertvelde), Belgium;
- "Party" or "Parties" means the Supplier and Oleon who may collectively be referred to as Parties or each individually as Party;
- "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity;
- "Place of Destination" means the address specified in the Purchase Order;
- "Purchase Order" means any formal request or instruction from Oleon, including any written amendment thereto, for the delivery of Goods and/or the provision of Services by the Supplier;
- "REACH" means Regulation (EC) No. 1907/2006/EC;
- "Sanctions" means any economic Sanctions laws, regulations, embargoes or restrictive measures, as amended from time to time;
- "Services" means any services, in the widest sense of the word, set out in the Purchase Order;
- "Service Deliverables" has the meaning defined in Article 29.1;
- "Service Staff" means every Person who is appointed by the Supplier to act on its behalf, including, but not limited to, the Supplier's director(s), partners, employees, independent contractors and/or subcontractors, who perform the Services;
- "Specifications" means the specifications (including but not limited to those in the TDS, if applicable) for the Goods or the Services as approved or provided by Oleon;
- "Technical Data Sheet" or "TDS" means any Supplier's document detailing standard technical specification and quality levels regarding the Goods.

## A. General

**Current section A. General applies to all purchases of Goods and/or Services.**

### 1. Definitions

For the purposes of these GTC's:

- "Affiliates" means with regard to any Person other than a natural person, any entity which directly or indirectly Controls, is Controlled by, or is under common Control with that Person;
- "Agreement" means any purchase of Goods and/or Services by Oleon from Supplier;
- "Applicable Laws" means all relevant international, European and national laws, including but not limited to governmental, legal, regulatory and professional requirements;
- "Article" means an article of these GTC's, unless otherwise indicated;
- "Business Days" means any working day with the exception of public holidays in Belgium;
- "Business Hours" means the period from 9.00 am to 5.00 pm on any Business Day;

### 2. Applicability, order of precedence and translation

- 2.1. **Scope and applicability.** These GTC's, together with the relevant Purchase Order issued by Oleon, set forth the terms and conditions under which Oleon wishes to purchase Goods and/or Services from the Supplier. When the Supplier accepts Oleon's Purchase Order, either by acknowledgement, production or delivery of any Goods and/or commencement of performance of any Services, a binding Agreement shall be formed and these GTC's shall apply. Oleon does not agree to any proposed amendment, alteration, or addition by the Supplier. Amendments to the binding Agreement are only valid if they are in writing and duly signed by a duly authorized representative of Oleon. Any other statement or writing of the Supplier shall not alter, add to, or otherwise affect the Agreement. Any general terms and conditions the Supplier may use that could apply to transactions with Oleon shall apply only if and insofar as expressly accepted in writing by Oleon. In particular, any references of Oleon to correspondence from the Supplier containing or referring to the Supplier's terms and conditions shall not constitute

Oleon's acceptance of the applicability to the Agreement of such terms and conditions. These GTC's prevail over any terms or conditions contained in or referred to in Supplier's bid, price quote, acceptance of Purchase Order, invoices, or correspondence inconsistent with these GTC's.

- 2.2. **Order of precedence.** In case of conflict between different documents applicable to the Agreement, the following order of precedence shall apply: (i) any specific arrangement between Parties, (ii) any Purchase Order and (iii) these GTC's.
- 2.3. **Translation.** In the event of any discrepancy, misstatement, omission, or error appearing in the various translations of the particulars and conditions in these GTC's, the English version, which can be found at [www.oleon.com/legal](http://www.oleon.com/legal), or which can be sent on request, shall prevail.

### 3. Bids and price quotes

- 3.1. **Non-remuneration and absence of obligations.** Bids and price quotes shall not be remunerated and shall not create any obligations on the part of Oleon.
- 3.2. **Discrepancies.** In its bid or price quote, the Supplier shall explicitly identify any discrepancies between its bid or price quote and Oleon's inquiry.
- 3.3. **Definite, detailed and complete.** Bids and price quotes must be definite, detailed and complete and must contain everything which is required for full supply, in working order and in compliance with the Specifications, of the Goods and/or Services offered.
- 3.4. **Standards and regulations.** Bids and price quotes must comply with the rules of sound craftsmanship and with all statutory and administrative regulations, including those relating to technology, quality, health, safety and the environment, which apply in Belgium and the European Union at that time.

### 4. Purchase Orders

- 4.1. Any changes to the Goods or Services require the prior written consent of Oleon. Should Oleon wish to introduce changes to the size and/or scope of the agreed upon Purchase Order for the provision of Goods and/or Services, and if such changes (might) have an effect on the price and the period within which the Purchase Order must be carried out, the Supplier will be obliged to inform Oleon in writing within 10 (ten) Business Days of receiving such notification of any changes in prices and/or terms. Oleon may either accept these changes, or refuse them and cancel the Purchase Order. In the absence of a notification of any changes in prices and/or terms by the Supplier, the Supplier will be fully obliged to apply the initially agreed price and observe the initially agreed term of delivery/performance.

### 5. Subcontracting

- 5.1. **Preliminary agreement.** Third parties (in particular subcontractors) may only be employed or replaced with the prior written approval of Oleon, such approval may only be refused with justified reason(s). If the Supplier intends to use subcontractors to perform the Agreement from the outset, the Supplier must inform Oleon of this when submitting its offer. If the Supplier does intend to subcontract, it must ensure that an identical provision is included in the agreement with its subcontractor. This applies to all potential subcontracting levels. In the event of any unauthorized subcontracting by the Supplier, Oleon shall not be obligated to receive the Goods and/or Services so provided and pay the price thereof. Oleon's approval shall not relieve the Supplier of any liability to Oleon under the Agreement.
- 5.2. **Approval of subcontractors.** The Supplier declares that all subcontractors proposed for approval are validly recognized for the purpose of carrying out the Services entrusted to them under subcontracting, and indemnifies, defends and hold harmless Oleon against all adverse consequences, both direct and indirect, should this not be the case. All provisions and obligations regarding the relationship between Oleon and the Supplier remain fully applicable to the relationship between the Supplier and its subcontractor.

### 6. Quality

- 6.1. The Supplier shall carry out and maintain effective quality assurance and, if requested, demonstrate this to Oleon. The Supplier shall adhere to a quality management system as per ISO 9001 or to a market compliant quality management system upon Oleon's request. Oleon shall have the right to inspect this quality management system, either itself or through third parties commissioned by Oleon.

The Supplier shall bear all costs for the obtaining of these quality systems certificates.

### 7. Monitoring

- 7.1. The Supplier shall at any time during the performance of the Agreement allow Oleon during the Supplier's usual business hours after giving prior notice to enter, access, inspect and audit the premises of the Supplier, the installations and facilities relevant for the performance of the Agreement. The Supplier and Oleon shall each bear their own costs incurred in conducting any such inspection. Such inspections or the lack of executing such monitoring/inspection rights shall not constitute a waiver of any contractual or legal rights of Oleon.

### 8. Delivery, shipping and packaging

- 8.1. **Delivery date(s).** The Supplier must comply with the date(s) of delivery of Goods and/or date(s) of provision of Services as specified in the Purchase Order. In case of the delivery of Goods such compliance requires the delivery free of any defects to Oleon within Oleon's regular Business Hours accompanied by the required shipping documents to the Place of Destination. If Oleon and the Supplier have agreed to a delivery including installation / assembly / service, the delivery of the Goods free of any defects shall not be considered to have taken place until the installation / assembly / service has been duly carried out as specified in the Agreement. If any documents are being prepared by Oleon to enable the Supplier to carry out the Purchase Order, it is the responsibility of the Supplier to request these documents in due time.
- 8.2. **Right to suspend.** Oleon has the right to suspend the delivery/performance terms, without any charge or Oleon's liability arising, subject that Oleon justifies in writing the reasons for the suspension.
- 8.3. **Advance and partial deliveries.** Advance deliveries of Goods / provision of Services or partial deliveries of Goods / partial provision of Services require Oleon's prior written agreement.
- 8.4. **Delay in delivery.** If the Supplier recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated delivery date(s), milestones, timeframe or other scheduling matters, it must notify this to Oleon in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay. Any acceptance by Oleon of a delayed or partial delivery of Goods / provision of Services shall by no means constitute a waiver of any rights of Oleon related to late or partial delivery of Goods / provision of Services. Oleon shall be free to either demand execution of the Agreement, or declare the Agreement dissolved immediately and by operation of law. In either case, Oleon shall be entitled to agreed damages of 1 % (one percent) of the total Purchase Order price per calendar week of delay, inclusive of the first calendar week of delay (even if a partial calendar week), to a maximum of 10 % (ten percent), without prejudice to its right to claim compensation instead for all proven damages should these exceed the agreed damages.
- 8.5. **Incoterms.** The Parties will rely on Incoterms to agree upon delivery and risk specifications. Unless stated otherwise in the Purchase Order the Goods will be delivered DDP to the Place of Destination, or if such is not known or communicated, DDP Belgium, Evergem.
- 8.6. **Delivery and shipping documents.** Unless agreed otherwise, each delivery shall be accompanied by 2 (two) copies of the delivery note, the packing list, cleaning and inspection certificates according to the Specifications and all other necessary documents. If known the following details must be given in all shipping documents and – for packaged Goods – on the outer packaging too: Purchase Order number, gross and net weight, number packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee.
- 8.7. **Packaging.** The Supplier shall package, label and ship Goods according to the Applicable Laws. Goods must be packed in such a manner as to ensure the Goods are transported and delivered to Oleon without sustaining damage, contamination or deterioration to the Goods. The Supplier is liable as per the statutory provisions for any damage incurred due to improper packaging. The Supplier shall, at its own expense, handle any complaints or actions against the carrier related to the delivery of the Goods.
- 8.8. **Hazardous Goods.** The Supplier shall package, label and ship hazardous Goods according to the Applicable Laws. The Supplier complies with all obligations for suppliers (pursuant to Article 3 (32) REACH) under REACH with respect to the delivery of Goods. The Supplier shall in particular provide Oleon with a safety data sheet

according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

## 9. Transfer of risk and ownership

- 9.1. **Risk transfer.** Risk of loss or damage to the Goods shall irrevocably pass to Oleon on actual delivery, which takes place at the time and the Place of Destination in accordance with the applicable Incoterm described in Article 8.5, or as otherwise agreed between Oleon and the Supplier. If the Parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to Oleon after the installation / assembly / service has been duly completed in accordance with the Agreement and following the hand-over of the Goods.
- 9.2. **Ownership.** Ownership to each item included in the Goods shall pass to Oleon on the earlier of: (i) payment in full for such item, or (ii) its delivery, which takes place at the time and the Place of Destination in accordance with the applicable Incoterm described in Article 8.5, or as otherwise agreed between Oleon and the Supplier. Notwithstanding the foregoing, risk of loss or damage for all Goods shall remain with the Supplier and shall transfer to Oleon only when the Goods are under the care, custody, and control of Oleon. Any clause which postpones the transfer of ownership or entails reservation regarding this transfer cannot be raised against Oleon. The unilateral inclusion of a reservation of title clause in the general terms and conditions or any other document of the Supplier is not opposable to Oleon, and may be opposed to it only after securing Oleon's written consent.
- 9.3. **No encumbrances.** The Supplier represents and warrants that title to all Goods passes to Oleon free of any liens, claims, pledges or other encumbrances.

## 10. Condition of the delivered Goods/Services, Rights in the event of defects

- 10.1. **Condition.** (i) The Supplier is responsible for delivering Goods and Services free of defects, in particular compliance with the Specifications, and, additionally, for ensuring that guaranteed properties and features are present. (ii) The Supplier guarantees that the Goods and Services will be fit for the purpose as determined by Oleon and (iii) will comply with all Applicable Laws. (iv) The Supplier guarantees that Goods and Services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by a sufficient number of suitably trained, qualified, skilled and experienced Service Staff. (v) The Supplier guarantees that the Services are in accordance with any agreed service levels and instructions of Oleon. (vi) If machines, equipment or installations constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and installations at the time of contract fulfillment, and (vii) shall be CE marked. Oleon shall not be obliged to conduct immediate examinations. (viii) The Supplier guarantees that all materials contained in the Goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by Oleon. If the Goods classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such Goods. Moreover, the Supplier shall forthwith notify Oleon if a component of the Goods contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.
- 10.2. **Guarantee period.** Unless otherwise agreed in writing, the Supplier shall provide a guarantee of 24 (twenty-four) months after delivery, which takes place at the time and the Place of Destination in accordance with the applicable Incoterm described in Article 8.5, or as otherwise agreed between Oleon and the Supplier. For the executed Services the Supplier shall provide a guarantee of 24 (twenty-four) months after passing of the risk in accordance with Article 9.1 or 33.1. This guarantee period shall be suspended and extended by the period of suspension for as long as the supplied Goods or Services are defective. For parts and repairs which are replaced respectively carried out within the guarantee period, a new guarantee period of 24 (twenty-four) months shall apply.
- 10.3. **Rights in the event of defects.** During the guarantee period the Supplier shall guarantee the immediate and completely free repair or replacement of the supplied Goods or Services, at the choice of Oleon, except if he proves that the defect to the Goods or Services are caused exclusively by Oleon. He shall bear all the costs of

assembly, disassembly and transport. In urgent cases or in the event of delay, Oleon may repair those defects itself or have them repaired and recover the costs from the Supplier, provided that it has notified the Supplier of this intention. In case of a serious defect Oleon may however also choose to demand a price-adjustment or may decide that the Agreement will be dissolved by operation of law, without prior notice being necessary. In addition, Oleon shall in all cases be entitled to compensation for all damages caused by the defect, and the Supplier shall defend, indemnify, and hold harmless Oleon against and from any claim for damages lodged by third parties. Defective Goods or parts shall remain at the disposal of Oleon until they have been faultlessly replaced.

## 11. Liability

- 11.1. The Supplier shall be liable for compensation for any damages arising out of, involving, or in connection with (i) the breach of this Agreement by Supplier or its Service Staff, or (ii) the performance of the Supplier's obligations in connection with this Agreement by Supplier or its Service Staff, including, without limitation, any such damages that arise in contract, in tort, under strict liability, or otherwise. For the avoidance of doubt, the Supplier's liability pursuant to this Article shall include, without limitation, liability for any damages arising out of, involving, or in connection with any non-performance or partial performance of Supplier's obligations in connection with this Agreement by the Supplier or its Service Staff.
- 11.2. The Supplier shall defend, indemnify, and hold harmless Oleon against and from any claim from third parties. The scope of this obligation will extend to any and all costs suffered by Oleon as a result of claims from third parties, including but not limited to court costs, administration of justice fees, lawyer's fees, surveyor's fees, compensations, fines and convictions in general. If the Supplier suffers damage as a result of actions or negligence by third parties in respect of itself, the Supplier may not address Oleon but shall directly address those third parties.
- 11.3. Oleon shall not be liable for loss or damage to equipment, objects or materials belonging to the Supplier or subcontractors.

## 12. Price

- 12.1. **Currency.** The price of the Goods and/or Services shall be in Euro, unless another currency has been confirmed in the Purchase Order.
- 12.2. **Included costs.** The price (excluding VAT) shall be all-inclusive and shall hence comprise all performance, Goods and/or Services, all supplementary costs such as transport, insurance, administrative costs, packaging, installation and hook-up, as well as the costs of necessary accessories and all payments for the use of Intellectual Property Rights on the Service Deliverables, including those of third parties.
- 12.3. **Taxes, duties and other costs.** Without prejudice to the applicable Incoterm, the price (excluding VAT) includes any taxes, duties, fees, charges (under social and tax legislation), transportation levies, import duties and customs fees. All such taxes and duties deemed included in the price shall be borne by the Supplier, and the Supplier shall pay such taxes and duties itself or, where these have been paid by Oleon, reimburse Oleon for such taxes and duties. Any reasonable and foreseeable bank charges, including bank commission and any other expenses levied outside the country of Oleon, are for the account of the Supplier.
- 12.4. **Fixed Price.** The price of the Goods and/or Services as agreed in the Purchase Order is fixed. No price variation shall be accepted by Oleon between the time of Purchase Order and actual delivery of the Goods and/or provision of the Services, neither for inflation, possible increase in the Supplier's costs, change of circumstances that would change or otherwise impact the economic balance of the delivery of the Goods and/or provision of the Services, nor for any reason whatsoever.

## 13. Payment

- 13.1. **Invoicing.** Unless agreed otherwise, invoices will be issued after delivery of the Goods and/or provision of the Services. A separate invoice must be issued for each Purchase Order. The Supplier must issue to Oleon a valid invoice that meets all requirements of the relevant jurisdiction. All invoices must be emailed as separate PDF files to [e-invoicing@OLEON.com](mailto:e-invoicing@OLEON.com) and include at least the correct name and corporate form, address of its registered seat and VAT number and the Purchase Order number. Any value added tax or general sales taxes chargeable on the delivery of the Goods and/or provision of the Services under Applicable Law must be included in the Supplier's invoices, if applicable, at the prevailing rate.

- 13.2. **Payment term.** Provided that the **Supplier's** invoice is in accordance with these **GTC's** and the **Applicable Laws**, **Oleon** shall pay the invoice within 60 (sixty) days, starting from the day following receipt thereof, unless agreed otherwise in the **Purchase Order**. Payment will be made subject to determination of contractual compliance and completeness for the delivery of the **Goods** and/or the **Services** provided. Payment shall be deemed received by the **Supplier** when payment is debited from **Oleon's** bank account. Payment by **Oleon** shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of **Oleon** with regard to deliveries of the **Goods** made and/or **Services** provided that differed from those as agreed upon, **Oleon's** rights to inspection, and the right to dispute an invoice due to other reasons.
- 13.3. **Payment failure.** If **Oleon** fails to make payment by the due date and after the first notice of the **Supplier**, **Oleon** is due **(i)** a late payment interest as per the Law of 2 August 2002 on combating late payment in commercial transactions on the unsettled amount, from the due date until payment and **(ii)** a reasonable compensation for recovery costs of 40 (forty) Euros.
- 13.4. **Set-off.** **Oleon** shall be entitled at all times to set-off against any amount due or owing to the **Supplier** under a **Purchase Order**, such amounts that, in the opinion of **Oleon**, are sufficient to: **(i)** cover any account owing from the **Supplier** to **Oleon**, or **(ii)** protect **Oleon** from any losses or expenses arising from defects in the **Goods** delivered by the **Supplier** and/or the **Services** provided by the **Supplier**, or any other failures by the **Supplier** to comply with the requirements of the **Purchase Order**.

## 14. Withdrawal or recall

- 14.1. If **Supplier** becomes aware of, or suspect that an issue (may) arise(s) relating to the (supply of the) **Goods** and/or **Services** that may result in a potential safety risk to consumers, and/or a (voluntary or mandatory) withdrawal, recall or similar measure, the **Supplier** shall **(i)** within twenty-four (24) hours notify **Oleon** thereof in writing, and **(ii)** provide full assistance in developing and implementing a strategy to remedy the situation. The **Supplier** will indemnify and hold harmless **Oleon** from and against any claim, damage, loss or expense (including legal fees and expenses) suffered, caused by or arising out of such issue, except to the extent that such issue arise due to the requirements of the **Specifications**.

## 15. Term and termination

- 15.1. **Term.** Unless otherwise agreed between **Oleon** and the **Supplier** in the **Agreement**, the term of the **Agreement** is limited to the time needed to fully execute the **Purchase Order**.
- 15.2. **Termination for convenience.** **Oleon** may, in its sole discretion, terminate, in whole or in part, the **Agreement**, at any time and for any reason or no reason, by giving written notice to the **Supplier**. Upon receipt of such written notice, the **Supplier** shall immediately discontinue any performance in respect of delivery of the **Goods** and/or the provision of the **Services** in connection with the **Agreement**, except as directed by **Oleon**. Upon such termination, **Oleon** shall pay to the **Supplier** solely the following amounts without duplication: **(i)** the price for all the **Goods** and/or the **Services** which have been completed in accordance with the **Agreement**, which are undisputed and have not previously been paid for; and **(ii)** the actual costs of work-in-process and raw materials incurred by the **Supplier** in furnishing the **Goods** and/or the **Services** as of the **Supplier's** receipt of the notice under the **Agreement**, to the extent such costs are reasonable in amount, supported by documentary proof, with such documentation provided to **Oleon**, and are properly allocable under generally accepted accounting principles to the terminated portion of the **Agreement**; less, however the sum of the reasonable value or cost (whichever is higher) of any **Goods** and/or **Services** used or sold by the **Supplier** with **Oleon's** written consent, and the cost of any damaged or destroyed **Goods** and/or **Services**. **Oleon** shall not be obligated to make payments for finished **Goods** and/or **Services**, work-in-process or raw materials fabricated or procured by the **Supplier** in amounts in excess of those authorized in delivery releases nor for any undelivered **Goods** and/or **Services** which are in the **Supplier's** standard stock or which are readily marketable. Liability for loss of business or profit is explicitly excluded. Payments made under this **Article** 15.2 shall not exceed the aggregate price payable by **Oleon** for finished **Goods** and/or **Services** that would be delivered or provided, respectively, by the **Supplier** under delivery or release schedules outstanding at the date of termination. The stipulations under this **Article** 15.2 shall be the **Supplier's** sole remedy and **Oleon's** sole liability in connection with

termination of the **Agreement** for convenience. **Oleon** shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim.

- 15.3. **Termination for cause.** Either **Party** may terminate the **Agreement**, in whole or part, with immediate effect, without prior intervention of a court or arbitral tribunal being required, and without being required to pay any compensation or further obligation or liability: **(i)** if the other **Party** commits a fundamental breach of any term of the **Agreement**, and where this fundamental breach is capable of remedy, failure to remedy such breach according to **Article** 23.1; **(ii)** petition is filed against the other **Party** for a moratorium of payment, bankruptcy or a similar legal arrangement, the other **Party** takes any step or action in connection with its winding-up or any composition or arrangement with its creditors, having a receiver appointed to any of its assets or, in general, the other **Party's** financial situation deteriorates to a level that the other **Party** will reasonably be unable to meet its obligations under this **Agreement**; **(iii)** if the other **Party** ceases or threatens to cease for any reason to carry on its business; **(iv)** if a **Force Majeure Event** continues to hinder or prevent the other **Party** from performing any of its obligations for a period of at least 30 (thirty) consecutive days; or **(v)** any direct or indirect change in **Control** of the other **Party**. The exercise of a **Party's** termination rights shall be without prejudice to any other rights and remedies under **Applicable Laws**, and will not in any way affect any of a **Party's** rights and liabilities accruing before termination.
- 15.4. **Obligations upon termination.** Upon expiry or termination (in whole or in part) of the **Agreement**, the **Supplier** will forthwith: **(i)** cease the further delivery of the **Goods** and/or provision of the **Services**, unless agreed otherwise in writing by **Oleon**; **(ii)** at its own expense dismantle and remove its installations, tools and equipment and remove and dispose appropriately of any waste and debris produced by the **Supplier's Services**; if the **Supplier** does not fulfill its duties in this regard, **Oleon** may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the **Supplier** if the work has still not been completed after a reasonable period of time has elapsed; **(iii)** transfer to **Oleon** any third party contracts for time or materials **Oleon** has paid for that are yet to be used; **(iv)** return to **Oleon** or certifiably delete or destroy any of **Oleon's Confidential Information** the **Supplier** possesses or controls; **(v)** transfer to **Oleon** all property and materials in its possession or control belonging to **Oleon**; and **(vi)** exercise such other reasonable commercial efforts to minimise disruption to **Oleon's** business.
- 15.5. **Surviving obligations.** Any provision of the **Agreement** that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the **Agreement**, shall remain in full force and effect.

## 16. Confidentiality

- 16.1. **Non-Disclosure.** The **Supplier** is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the **Agreement**, in particular the information given in **Oleon's Documentation** ("**Confidential Information**"). This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of 5 (five) years after the expiration or termination of the **Agreement**.
- 16.2. **Exclusions.** This confidentiality obligation shall not include **(i)** any information that the **Supplier** lawfully possessed prior to **Oleon's** disclosure of such information, or **(ii)** is lawfully known to the public, or **(iii)** has been lawfully obtained from a third party. Also excluded from this confidentiality obligation shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the **Supplier** shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exclusion lies with the **Supplier**. The **Supplier** shall ensure that its **Service Staff**, who need to know the **Confidential Information** for purpose of fulfilling the **Agreement**, are bound by a similar confidentiality obligation through appropriate contractual agreements.
- 16.3. **Limited purpose.** The **Supplier** may not exploit **Confidential Information** for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the **Agreement**.

## 17. Intellectual property

17.1. **Infringing Intellectual Property Rights.** The Supplier's warrants that the delivery of the Goods and/or provision of the Services and the use thereof by Oleon pursuant to the Agreement will not infringe or otherwise violate any Intellectual Property Rights of third parties. Notwithstanding legal claims, the Supplier shall indemnify Oleon against any third party claims for which Oleon may be held liable as a result of the infringement of any such Intellectual Property Right. The Supplier shall bear the cost of any licensing fees, expenses and fees incurred by Oleon in preventing and/or rectifying any infringements of Intellectual Property Rights, including costs to adapt the Goods and/or Services so that they no longer infringe Intellectual Property Rights.

## 18. Force Majeure

18.1. Neither Party shall be in breach of the Agreement nor liable for delay in performing or failure to perform, if such delay or failure results from circumstances which were unforeseeable and outside either Party's reasonable control. Shall be considered as an event of force majeure (non-exhaustive list): actions by government or another public authority, war, terrorism, riots, general strikes, flood, fire, epidemic or pandemic ("Force Majeure Event"). Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Service Staff shall not be a Force Majeure Event of the Supplier. In case of a Force Majeure Event, the time for the Parties' performance shall be reasonably extended. A Party claiming a Force Majeure Event must provide evidence to the other Party and a notice that its performance has been or may be prevented or delayed within 3 (three) Business days of its occurrence and use all commercially reasonable efforts to mitigate the effects of the Force Majeure Event. No extra payment shall be made by Oleon to the Supplier for any expenses over and above those provided in the Agreement incurred by Supplier by reason of any such delay. The Party claiming a Force Majeure Event must notify the other Party within 3 (three) Business Days after the Force Majeure Event has ceased to exist. If the Supplier claims a Force Majeure Event, Oleon may purchase similar Goods and/or Services from alternative sources, in which case it is released from its obligations to purchase the Goods and/or Services from the Supplier.

## 19. Compliance

19.1. **Ethics and sustainability.** The values of the Supplier Code of Conduct are essential to Oleon when doing business. Oleon expects the Supplier to adhere to the Supplier Code of Conduct, which can be found at [www.oleon.com/legal](http://www.oleon.com/legal), or which can be sent on request, and which forms part of these GTC's. Furthermore, Oleon calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the Supplier Code of Conduct likewise. Oleon shall have the right to check adherence to the Supplier Code of Conduct, either itself or through third parties commissioned by Oleon. Notwithstanding the conflict provisions of these GTC's, Parties agree that (i) where a written contract exists, where such written contract does not explicitly refer to the Supplier Code of Conduct, or (ii) in the absence of any written agreement, that this Article shall apply.

19.2. **Sanctions.** Parties will comply with any Sanctions, administered, enacted or enforced by the United States, the United Kingdom, the United Nations, the European Union, Belgium or any other government under whose jurisdiction the Supplier and/or Oleon operates. The Supplier shall immediately inform Oleon of any Sanctions related actions that would be taken against employees, managers, officers, directors, representatives, agents, Affiliates or successors of the Supplier. If, in the reasonable opinion of Oleon, it becomes unlawful for Oleon to perform (any part of) the Agreement under the applicable Sanctions, Oleon shall be entitled to suspend or terminate the Agreement without any Oleon's liability arising. The Supplier shall indemnify, and hold Oleon harmless against and from any and all claims, damages, losses, penalties, fees, costs and expenses arising from any breach of this Article.

19.3. **Data Protection.** If and to the extent a Party, during the performance of the Agreement would process personal data (terms "process" and "personal data" as defined under the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons, commonly known as 'GDPR') of appointees of the other Party, then such Party represents and warrants that it shall process such personal data in accordance with any Applicable Laws, rules and regulations (including without limitation, the GDPR). As such, the Party

processing personal data shall not process personal data for other purposes than the mere performance of the Agreement, it shall neither disclose nor make available such personal data to any third party, nor process, analyze or use them for other purposes than the performance of the Agreement.

## 20. Insurance

20.1. **Minimum insurance.** The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place at its own expense, adequate general liability insurance for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible, and as relevant, professional liability, product liability and/or other insurance, from a recognized and reputable insurance company and shall provide satisfactory evidence at Oleon's request.

20.2. **No limitation of liability due to insurance.** The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

20.3. **Objects and materials.** The Supplier must mark the objects and materials which it uses on the premises of Oleon and which remain its property and shall take out adequate insurance, with a waiver of recourse in respect of Oleon.

20.4. **Subcontractors.** The Supplier guarantees that he will obtain from its subcontractor(s) the same coverage for the same period as he has committed to Oleon.

## 21. Storage of documents

21.1. Oleon has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of the Goods or provision of the Services during usual Business Hours. This right remains valid for the statutory safekeeping period – at least 3 (three) years starting from the date of acceptance or delivery. To the extent to which these documents contain confidential information about the Supplier such as Supplier internal calculations, agreements or confidential information about business partners and/or employees, Oleon's viewing rights shall be barred.

## 22. Miscellaneous

22.1. **Non-exclusivity.** Unless agreed otherwise, this Agreement shall not preclude or limit in any way (i) the right of the Supplier to provide services of any kind whatsoever to any Person as it deems appropriate, provided that such services are compatible with the performance of this Agreement; or (ii) the right of Oleon, as it deems necessary and in its sole discretion, to engage other supplier to deliver equal or similar goods or services as the Goods or Services to be provided by the Supplier.

22.2. **Publicity; use of name.** The Supplier agrees to submit to Oleon all proposed promotional material relating to the subject matter of this Agreement in which Oleon's name is mentioned or language is used from which a connection to Oleon can be inferred. The Supplier agrees not to publish or use such advertising or publicity material without the prior written approval of Oleon.

22.3. **Assignment.** Neither Party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

22.4. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) as of the date of actual receipt if delivered personally or if sent by regular mail, facsimile transmission, electronic mail, or by courier service, or (ii) two (2) Business Days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of mail, if sent by registered mail, postage and charges prepaid, return receipt requested. Such communications must be sent to the respective Parties at the addresses specified in the Agreement, or at such other address for a Party as shall be specified in a notice given in accordance with this Article 22.4.

22.5. **No waiver.** Any failure or delay by a Party in exercising any right under this Agreement, the exercise or partial exercise by a Party of any right under this Agreement, or any reaction or absence of reaction by a Party in the event of breach of one or more provisions of this Agreement, will not be construed as a waiver of its rights under this Agreement or under said provision(s) or preclude the further exercise of such rights. Any waiver of a right under this Agreement must be express and in writing.

22.6. **Severability.** If any term of this Agreement (or clause, word, or other part thereof) shall be held to be illegal, invalid, or

unenforceable by a forum of competent jurisdiction, it is the intention of the Parties that the remaining terms hereof, and remaining part(s) thereof, shall constitute their agreement with respect to the subject matter hereof and all such remaining terms, and part(s) thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid, or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid, or unenforceable provision.

22.7. **Confirmation.** The Supplier acknowledges that it has expressly and with full understanding of the implications agreed to all of the provisions contained in these GTC's and expressly confirm that such provisions are fair and equitable.

## 23. Dispute resolution and governing law

23.1. **Remediation.** In case of a breach of any term of the Agreement, the defaulting Party must offer the other Party the opportunity to remedy its shortcoming within at least 10 (ten) Business Days after serving of a written notice from the other Party specifying the breach and requiring it to be remedied. If such term would deprive the Agreement of its purpose, the other Party may consider a term that is shorter, but at least still feasible for the defaulting Party to remediate such breach.

23.2. **Applicable law.** This Agreement is governed by and construed in accordance with the provisions of the laws of Belgium, without giving effect to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to apply. The application of the provisions of CISG is expressly excluded. Any reference made to 'Incoterms' in these GTC's is a reference to Incoterms 2020; the terms and conditions of the selected Incoterm (Article 8.5) form an integral part of this Agreement.

23.3. **Jurisdiction.** Any dispute, controversy or claim arising under, in connection with or relating to this Agreement, in the absence of an amicable resolution, shall be subject to the exclusive jurisdiction of the competent court of the concerned place or plant where the Goods and/or Services have to be delivered and/or performed by the Supplier. Notwithstanding the foregoing, Oleon reserves the exclusive right to bring any dispute involving the Supplier before the competent court of the jurisdiction of the registered office of Oleon or of the jurisdiction of the registered office of the Supplier.

## B. Services - All

The Articles within current section B. Services apply to all purchases of Services.

## 24. Approvals and licenses - Social, tax and salary debts

24.1. **Approvals and licenses.** The Supplier shall hold all approvals and licenses required by Applicable Laws for the performance of the Agreement. The Supplier shall submit a copy of its approvals and licences required by Applicable Laws together with the bid or price quote. He shall immediately inform Oleon of any alteration. If difficulties arise about this as a result of the Supplier's negligence, Oleon reserves the right to dissolve the Agreement by operation of law, as well as to recover the extra costs incurred by it and any fines from the Supplier.

24.2. **Social, tax and salary debts.** Without prejudice to Oleon's rights and obligations within the framework of the legislation regarding the joint and several liability for social and tax liabilities and salary debts of a (sub)contractor, the Supplier shall promptly notify Oleon in writing as soon as any such liabilities and/or debts arise on the part of the Supplier and/or of its (sub)contractors. The Supplier recognizes to be informed about the fact that the applicable minimum wage for its employees, insofar the Supplier would employ personnel, can be found on the internet site of the Federal Public Service for Work, Employment and Social Dialogue ([www.minimumloon.be/index.html](http://www.minimumloon.be/index.html)). The Supplier confirms and guarantees that he will pay at least the minimum wage. In case of breach of this Article, or of any of its obligations as stipulated in this Article, Oleon reserves the right, if need be, to terminate the Agreement with immediate effect and without any costs or liability. The Supplier shall indemnify and reimburse Oleon against and for any and all such costs and any such fines as Oleon may have incurred as a consequence of the aforementioned legal system of joint and several liability for the (sub)contractor's social and tax liabilities or salary debts.

## 25. Service Staff

25.1. **Requirements.** The Supplier must perform the Services using a sufficient number of suitably trained, qualified, skilled and experienced Service Staff. By accepting these GTC's, the Supplier confirms that every member of the Service Staff meets the minimum age for admission to work in accordance with Applicable Laws, is in possession of all legally required licenses, permits and certificates and shall observe all the provisions of the health, safety and environmental regulations for Services on the relevant site of Oleon. Every member of the Service Staff will be required to show that he is aware of and understands the above. Every member of the Service Staff must be capable of communicating in one of the following four languages: Dutch, English, French or German. If the Service Staff or the staff of the subcontractor do not satisfy these conditions, Oleon is entitled to (i) refuse or withdraw access to the site without any costs or liability, in which case Oleon will inform the Supplier of this, so that it can take the necessary steps, and/or (ii) to terminate the Agreement with immediate effect and without any costs or liability, and to recover from the Supplier any and all such costs and any such fines as Oleon may have incurred as a consequence of the Service Staff not satisfying these conditions.

25.2. **Work clothing.** The work clothing of the Service Staff shall comply with the safety requirements set forth by Oleon and clearly bear the trade name of the Supplier.

25.3. **No direct employment relationship.** There shall be no direct employment relationship whatsoever between the Supplier and/or its Service Staff, on the one hand, and Oleon, on the other.

## 26. Performance of the Services

26.1. **Health, safety and environment.** The Supplier undertakes to comply with its obligations concerning the health or safety of the Service Staff in the performance of the Services which are specific to Oleon. This also refers to all the provisions of the health, safety and environmental regulations for Services on the relevant site of Oleon. The Supplier acknowledges that he is familiar with these provisions. In addition, the Supplier shall comply with all the applicable statutory and administrative provisions, including with respect to technology, quality, health, safety and environment, and must possess the necessary internal permits of Oleon. If the Supplier fails to comply with the abovementioned obligations, or to do so satisfactorily, Oleon shall have the right to take the necessary measures itself, at the Supplier's expense.

26.2. **Employer's authority.** The Supplier, as the employer of its employees, has the exclusive power to exercise the employer's authority over its employees. The Supplier will thus exclusively be responsible for the calculation and payment of the employees' remuneration, remuneration administration, planning of holidays, reporting and procedure in case of illness or absence, training, evaluation, discipline and sanctions, control of working time and instructions to work overtime, the determination of the function and the interpretation thereof.

26.3. **Operational instructions.** Insofar Oleon would give operational instructions to the Service staff that are necessary for carrying out the Agreement, provided that these operational instructions in no way undermine the employer's authority of the Supplier or of its subcontractor(s), they will be strictly limited to:

- instructions necessary for the concrete execution of the Agreement by the Service Staff, as well as for efficient collaboration between Oleon and the Supplier and/or subcontractor. This includes the general organization of the worksite, urgent and provisional measures necessary to prevent damage to the building or parts of the building under construction, technical instructions regarding the use and/or maintenance of certain machinery, materials, and/or custom work, and instructions regarding the correct and precise execution of the Agreement whenever Oleon determines that the Supplier has not fulfilled its contractual obligations. Oleon may ask the Service Staff to participate in work meetings. On such occasions, Oleon may ask the Service Staff to provide an overview of the work performed and to be performed, solely for the purpose of efficient monitoring and execution of the Agreement;
- Oleon may, in consultation with the Supplier and/or subcontractor, determine the schedule of the works to be carried out;
- Oleon may provide guidelines to the Service Staff regarding the opening and closing hours of the premises and/or access to the premises where the Agreement is to be carried out;

- Oleon may also provide instructions to the **Service Staff** regarding the obligations it has in terms of workplace well-being when the works are carried out on **Oleon's** premises/sites. This includes:
    - informing the **Service Staff** about the potential risks associated with the **Agreement**;
    - providing necessary training or instructions on workplace well-being, where necessary, to the **Service Staff**;
    - requesting the **Service Staff** to use specific safety equipment.
- 26.4. **Guidelines.** Oleon may provide the **Service Staff** and/or staff of the subcontractor with the guidelines necessary to enable **Oleon** to comply with its legal and internal obligations. This includes instructions regarding compliance with ethical charters and the use of email and internet. The **Service Staff** shall strictly adhere to the guidelines provided to them.

## 27. Liability

- 27.1. If several suppliers are either collaborating or are working independently of each other on the same work and it is not possible to determine which supplier caused the damage, each supplier shall be jointly and severally liable to compensate **Oleon** for the full damage.
- 27.2. The **Supplier** is liable for the management, use and guarding of the materials, tools, workshops, etc. which **Oleon** places at its disposal. It must return them in the same condition as it received them.
- 27.3. **Oleon** cannot be held liable for total or partial failure of energy supplies to **Oleon** by third parties.

## 28. Documents

- 28.1. The **Supplier** must submit to **Oleon** the agreed quantity of any plans, calculations or other documents in time in order not to exceed the contractual deadline for execution.
- 28.2. The review of any documents by **Oleon** shall not relieve the **Supplier** of any of its responsibilities under the **Agreement**.
- 28.3. **Oleon's** Documentation shall remain the property of **Oleon** and must be returned to **Oleon** forthwith upon its request at any point in time. The **Supplier** shall have no rights to retain any **Oleon's** Documentation. The **Supplier** must observe the proprietary rights of **Oleon** in and to all **Oleon's** Documentation.

## 29. Intellectual property

- 29.1. **Intellectual Property Rights on Service Deliverables.** The **Supplier** shall transfer and assign to **Oleon** all Intellectual Property Rights in relation to all results of the performance of the **Agreement**, such as but not limited to all types of records, reports, texts, documents, spreadsheets, dashboards, presentations, papers, drawings, designs, photos, graphics, logos, typographical arrangements, business processes, inventions, worked out ideas, discoveries, developments, improvements or innovations, calculations, engineering, etc. and all materials embodying them in whatever form, such as paper and digital form ("Service Deliverables"), to the fullest extent permitted by **Applicable Law**. Insofar as they do not vest automatically by operation of law or under this **Agreement**, the **Supplier** holds legal title in these rights and inventions on trust for **Oleon**. The **Supplier** undertakes to execute all documents, make all applications, give all assistance and do all acts to vest the **Intellectual Property Rights** in, and register or obtain patents or registered designs in, the name of **Oleon**, at the expense of **Oleon**.

## 30. Insurance

- 30.1. **Minimum insurance.** Before the beginning of any part of the **Services** on the concerned **Oleon's** site, the **Supplier** shall take out and/or maintain as the case may be any and all insurance coverage required under **Applicable Laws** as well as under the **Supplier's** applicable laws, in particular with respect to:
- workers' compensation insurance including the coverage of bodily harm and personal injuries, waiving its right of recourse against **Oleon**;
  - professional liability insurance;
  - general public liability insurance;
  - automobile liability covering all owned, hired and used vehicles; and
  - the covering of the warranty period regarding buildings and civil works if any.

To work with **Oleon** and without prejudice to a specific amount specified in the concerned **Agreement**, such insurance

coverages shall be in force for a minimum amount of EUR 1.000.000 (one million euros) and for at least the whole duration of the concerned **Agreement**.

- 30.2. **Insurance certificates.** The **Supplier** shall include with its bid a copy of its insurance certificates and the policies providing the coverage as provided for in these **GTC's**. Prior to commencing the **Services**, the **Supplier** shall provide **Oleon** with the insurance certificates indicating the required insurance herein. Each certificate shall stipulate that **Oleon** must be notified in writing 30 (thirty) days in advance in the event of termination or material modification of the insurance coverage or endorsements required under these **GTC's**. **Oleon** shall have the right to request the submission of the policies and proof of premium payment at any time.

## C. Services – Construction Services

**In addition to section B., the Articles within current section C. Services – Construction Services only apply to purchases of construction Services (excluding other kind of Services).**

### 31. Performance of the Services

- 31.1. **Implementation plan.** The **Supplier** shall carry out the **Services** in accordance with an implementation plan approved by **Oleon** and which may only be modified with the prior approval of **Oleon**. **Oleon** shall make commercially reasonable preparations for the **Supplier's** performance of the **Services** on the site, provided, however, that, in all cases, performance of the **Services** shall be the sole responsibility of the **Supplier**. The **Supplier** shall inform **Oleon** of the availability of the **Services** as soon as the **Services** are completed.
- 31.2. **Site manager.** The **Supplier** shall provide an experienced and expert site manager who will also ensure smooth progress of the **Services** on the site. This site manager must be present or available full-time and must at any time be able to provide a list of members of the **Service Staff** present on the site. He must have the necessary authority and skills, in terms of both organization, management and supervision of the **Services** and of the **Service Staff** and with respect to health and safety.
- 31.3. **Site access.** **Oleon** always retains an unlimited right of access to the site and all installations erected on it.
- 31.4. **Intervention right.** **Oleon** reserves the right, when dangerous situations are identified which the **Supplier** cannot rectify itself at that time and which require immediate intervention, to take the necessary measures itself to rectify this at the **Supplier's** expense.
- 31.5. **Service location.** The **Supplier** may only erect its installations and equipment at the locations indicated by **Oleon**. The **Services** may not obstruct either the organization of the work or the operational plants belonging to **Oleon**. The **Supplier** itself must take adequate measures to prevent accidents and damage caused by external factors, such as weather conditions, theft, vandalism or fire.
- 31.6. **Coordination and cooperation.** The **Services** can be carried out simultaneously with several other suppliers and departments of **Oleon**. The **Supplier** shall be obliged to assist in the coordination and cooperation with other suppliers of **Oleon**. The site manager of **Supplier** will for this purpose attend the coordination meetings as often as the **Services** requires him to do so. The **Supplier** will perform its **Services** in such a way that other suppliers and professional services of **Oleon** will not be hindered or will not suffer any damage therefrom. The **Supplier** will see to it that any and all necessary notifications and arrangements will be taken care of in time and to a sufficient extent. The **Supplier** will indemnify **Oleon** against any claims of third parties to **Oleon** for any such nuisance as may arise at the site.

### 32. Acceptance

- 32.1. **Provisional acceptance.** The **Supplier** will notify **Oleon** in writing as soon as they consider the **Services** to be definitively completed. Within an agreed timeframe, **Oleon** will either: (i) proceed with the express provisional acceptance and the approval of the final progress statement (if applicable); or (ii) issue a justified refusal in writing.
- 32.2. **Warranty period.** From the date of refusal, the warranty period begins, which, unless otherwise agreed between the **Parties**, lasts a minimum of twenty-four (24) months. This period will be suspended, and if applicable, extended by the suspended time, as long as the **Services** have been executed defectively.

- 32.3. **Repair by a third party.** In urgent cases or in case of delay, Oleon may, with the Supplier's agreement, repair or have defects repaired by a third party. The costs of these repairs will be borne by the Supplier, and such repairs by a third party do not affect the warranty period in accordance with Article 32.2 of these GTC's.
- 32.4. **Final acceptance.** After the warranty period, the final acceptance will take place, provided the Supplier has fulfilled all contractual obligations and met all the conditions set out in the provisional acceptance.
- 32.5. **Express acceptance.** Acceptance (either final or provisional) of the Services will never occur implicitly. Acceptance may not take place through inspections, expert reports, certificates or records of work. Payment of invoice balances is not an indication of acceptance. Neither the commencement of (finishing) work nor the entry of the site by another supplier will be considered as provisional acceptance.

### 33. Transfer of risk and ownership

- 33.1. **Risk transfer.** Risk of loss shall not pass from the Supplier to Oleon before the final acceptance has been confirmed by Oleon.

### 34. Condition of the delivered Goods/Services, Rights in the event of defects

- 34.1. **Stability-threatening defects.** Under Article 1792 and 2270 of the (old) Belgian Civil Code, the Supplier shall be liable for 10 (ten) years for defects which affect the sturdiness or the functionality of the Services performed, starting from the date of final acceptance (*definitieve oplevering*) of the Services by Oleon.

### 35. Bank guarantee(s)

- 35.1. If specified in the concerned Agreement, the Supplier shall supply bank guarantees as a security for the performance of one or several of its obligations. Unless otherwise expressly specified, these bank guarantees shall be issued by a first-rate bank having at least a subsidiary, a branch or an office in Oleon's concerned site country. Any bank guarantee shall at least remain in full force until the acceptance by Oleon of the corresponding contractual event. Oleon shall be entitled to reject any bank guarantee submitted by the Supplier which does not comply with Oleon's requirements and to require the submission of another bank guarantee fully compliant with said Oleon's requirements.

### 36. Price

- 36.1. **Services on a time and materials basis (*Werken in regie*).** For Services invoiced on a time and materials basis (*werken in regie*),

prices apply to the actual quantities, all costs included. The surcharge for overtime is only calculated on the portion of the hourly rate that corresponds to the Suppliers's paid wages, plus social security charges.

- 36.2. **Progress statements and payment method.** If it has been determined that the Services of the Agreement are payable as they are carried out based on a progress statement, then this progress statement shall be prepared by the Supplier at least once a month and digitally submitted to Oleon. This progress statement, accompanied by the supporting documents, shall be reviewed by Oleon within a period of 10 (ten) working days upon receipt. If the progress statement is approved by Oleon, the Supplier can prepare the corresponding invoice.

### 37. Insurance

- 37.1. **Erection and construction all-risk insurance.** Without prejudice to insurance coverage as specified in Article 30.1 here above, the Supplier shall provide adequate erection and construction all risk insurance coverage against any losses and damages for which the Supplier could be liable, excepted as specified in Article 37.1 b) hereunder, i.e. covering:

- a) the Services and/or Goods together with all materials and equipment for incorporation on Oleon's site or in Oleon's premisses, to their respective full replacement cost against all insurable damages or losses;
- b) the Supplier's equipment, tools and any other materials brought onto Oleon's site by the Supplier, for a sum sufficient to provide their replacement on Oleon's site, except in case the Supplier formally undertakes to replace forthwith said equipment, tools and other materials when they get damaged and/or destroyed, whichever shall be the cause;
- c) Oleon's existing equipment, buildings, tools, and any industrial installation that could be damaged by the Supplier during the performance of any Agreement on Oleon's site;
- d) any additional costs of, and incidental to, the rectification of losses or damages including professional fees and costs of demolishing and removing of any part of the Services and/or Goods as well as the removal of all debris relating thereto.

For both items a) and d) here above, the Supplier shall notify its insurer(s) that Oleon and/or its employees and agents are "Co-insured" under those insurance policies.