



PRAYON

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

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ARTICLE 1 PURPOSE

These general terms and conditions, and in a suppletive manner Belgian law, alone govern purchases of services by the PURCHASER, with the exclusion of any general terms and conditions of the SUPPLIERS of said services.

Deviations from the present terms and conditions can be arranged by mutual consent between the PURCHASER and the SUPPLIER, on condition that they are duly set out in the CONTRACT. Such exemptions shall only apply to the CONTRACT, with the SUPPLIER not being entitled to use them for other matters.

ARTICLE 2 DEFINITIONS

CONTRACT: All the documents setting out and governing the respective obligations of the PURCHASER and of the SUPPLIER; this means any CONTRACT or order for purchasing goods and services, including its annexes and subsequent amendments, concluded between the PURCHASER and the SUPPLIER.

PURCHASER: Any company in which Prayon SA, a *société anonyme* (public limited company) listed in the Belgian company register with the number BE0405747040 and having its registered office at Rue Joseph Wauters 144, BE-4480 Engis (Belgium), directly or indirectly holds at least 50% of the ordinary voting shares or shares giving it the right to elect a majority of the Board of Directors.

SUPPLIER: The company designated in the CONTRACT with responsibility for providing the services or performing the work(s) or subcontracting.

SERVICES: The services to be provided or the work to be performed by the SUPPLIER, including the provisions and obligations and any duties that must be fulfilled by the SUPPLIER, as specified in the contractual documents.

ARTICLE 3 FORMATION OF THE CONTRACT

The CONTRACT is formed on the date of its signature by the two parties or, failing this, on the date of acknowledgement of receipt thereof by the SUPPLIER and states the date on which it takes effect.

The SUPPLIER shall acknowledge receipt of each written CONTRACT within 8 days of receipt thereof by returning an original copy of the CONTRACT duly initialed, dated and signed by a duly authorized representative. Once this period has elapsed, all CONTRACTS shall be considered accepted.

By the same token, the CONTRACT shall be deemed to be concluded upon the start of performance thereof by the SUPPLIER, given that a CONTRACT is required for any SERVICE to be performed.

Acceptance of the CONTRACT by the SUPPLIER implies that it waives its own general terms and conditions of sale and adopts the present general terms and conditions of purchase.

ARTICLE 4 CONTRACT

The CONTRACT comprises the following documents, ranked in order of priority:

- the CONTRACT's special terms and conditions and clauses as well as their annexes (specifications, schedule, etc.);
- these general terms and conditions for the purchase of services.

The GENERAL TERMS AND CONDITIONS and each CONTRACT shall prevail over any general terms and conditions of the SUPPLIER. Acceptance of the GENERAL TERMS AND CONDITIONS by the SUPPLIER is a requirement for the PURCHASER when entering into any CONTRACT, given that the GENERAL TERMS AND CONDITIONS form an integral part thereof.

The special provisions stipulated in any CONTRACT entered into between the PURCHASER and the SUPPLIER and which could contradict the GENERAL TERMS AND CONDITIONS shall prevail over the corresponding provisions of the GENERAL TERMS AND CONDITIONS. However, the GENERAL TERMS AND CONDITIONS shall prevail over the contradicting provisions and terms and conditions included by the SUPPLIER in the SUPPLIER's offer.

ARTICLE 5 SUPPLIER'S OBLIGATIONS – QUALITY

In accordance with its obligations under the CONTRACT, the laws and regulations in force and the best practices of the profession, the SUPPLIER shall perform the SERVICES to the highest quality levels.

The special terms and conditions of the CONTRACT shall define the scope of the obligations facing the SUPPLIER, who as such assumes an obligation of result, whose proper performance shall be assessed in regard to both best practices and the contractual requirements.

The SUPPLIER is required to gather any information that will be useful to achieving this result and shall in particular have the PURCHASER confirm any point which it considers has not been detailed sufficiently or which is open to interpretation.

The SUPPLIER is also required to check the information contained in the contractual documents and the documents subsequently communicated to it and to rectify, in consultation with the PURCHASER, any issues it might find.

The SUPPLIER undertakes to inform the PURCHASER on a regular basis of the progress of the management of the work and of any deviations from the CONTRACT while performing its SERVICES.

ARTICLE 6 SUPPLIER'S EXPERTISE

The SUPPLIER acknowledges that it is a specialist in the domain of the services entrusted to it by the PURCHASER. As such, the SUPPLIER has a duty of advice, information and proposal at every stage. This duty of information and advice shall at least take account of the most recent technological developments and the improvements known about prior to and during performance of said CONTRACT or that could be reasonably foreseen at that time.

The SUPPLIER also acknowledges that it has thoroughly examined, and will need to examine throughout the performance of the CONTRACT, the adequacy of the technical requirements of the concerned CONTRACT in terms of the needs expressed by the PURCHASER to the SUPPLIER. As a specialist, the SUPPLIER shall check all information contained in such documentation (such as dimensions, weight, load, material, drawings, plans, technical environment, software and hardware, and mandatory legal requirements applying to the services).

In any case, the SUPPLIER shall inform the PURCHASER immediately of every noted inaccuracy, mistake, error, or omission in terms of the contents of the documentation supplied by the PURCHASER and shall propose any suitable corrections thereto.

The SUPPLIER shall also notify the PURCHASER immediately and without delay of any events or circumstances that could affect or compromise in any way the performance of the services. Any notification addressed to the PURCHASER shall include all the necessary and appropriate information, given that it is specified that no response on the part of the PURCHASER to such notification cannot be considered acceptance thereof.

ARTICLE 7 CONDITIONS FOR PERFORMANCE OF THE CONTRACT - SERVICES

7.1. GENERAL CONSIDERATIONS

The SUPPLIER shall take note of the situation of the worksite and the work premises and the conditions regarding access to and serving these sites with the PURCHASER's officer in charge of monitoring the progress of the work.

The SUPPLIER shall accept the consequences of the presence of other companies on the worksite and waives any right to make any claim for any inconvenience that might result from this in terms of performing its work.

It shall also accept all the requirements associated with the PURCHASER's existing establishments that are in operation on or near its worksite.

Prior to any changes to a site, the SUPPLIER shall submit a general plan and a description of the worksite locations it deems necessary, such as the assembly or storage areas, the equipment, and the offices.

Throughout the term of the CONTRACT, the SUPPLIER shall ensure that it has a sufficient buffer stock to properly perform its SERVICES.

Where the SUPPLIER uses lifting gear, it shall supply the PURCHASER with a copy of the relevant acceptance certificates issued by an authorized agency and the certificates of competence of its operators.

Prior to the start of the SERVICES, the SUPPLIER shall communicate a list of its employees who could undertake work on its sites, accompanied by a description of their role. While the CONTRACT is being performed, no changes may be made to this list without the prior consent of the PURCHASER.

The SUPPLIER shall keep its worksite and facilities clean. The areas and facilities for use by workers shall be provided in accordance with the legislation in force. Where the SUPPLIER does not keep its worksite and facilities clean, the PURCHASER may, at the SUPPLIER's expense, have them cleaned and have equipment and material forming an unnecessary hindrance or inconvenience gathered together and stowed away.

The SUPPLIER undertakes to comply with the locations for performance of the SERVICES stated in the CONTRACT.

Where the SERVICES are being performed on the PURCHASER's site or premises, the SUPPLIER is required to comply, and ensure its representatives' compliance, with the internal rules applying to the PURCHASER's employees, in particular with regard to health and safety, disciplinary matters, and working hours.

7.2. SERVICES

Even where an hourly rate is used as the basis for remuneration under the CONTRACT, the SERVICES shall at all times continue to be performed under the direction and authority of the SUPPLIER, and the term of the SERVICES to be taken into account shall commence and end in the location where said SERVICES are performed. The same applies to the guardroom clocking system.

The proportion of temporary agency workers among the SUPPLIER's workforce performing the CONTRACT may not exceed 50% of the total.

Individual clocking is mandatory on the PURCHASER's site. Any fraudulent clocking shall result in non-payment for that day's work, a warning or temporary suspension of the individual, and an official report being compiled with corrective measures. Any repeat of this type of behavior may result in the exclusion of this member of the SUPPLIER's personnel, or even the termination of the CONTRACT by the fault of the SUPPLIER.

Unless otherwise stated, hourly rates shall be established for all the divisions of the PURCHASER's relevant company and expressed in terms of the SUPPLIER's weekly system.

The rates shall comprise:

- pre-tax salaries for SERVICES and indirect salaries;
- social security contributions;
- travel expenses and times;
- expenses relating to management of employed personnel;
- general operating expenses;
- the SUPPLIER's profit margin;
- insurance for industrial accidents and accidents on the way to/from work and insurance for civil liability toward third parties;
- work and protective clothing in accordance with legislation;
- transport costs;
- appropriate and complete individual tools;
- rental of conventional equipment for the role being performed: welding station, blowtorch, Tifors lever winches, and so on;
- the consumables associated with such tools and equipment;

To be considered, the costs of rental or use of bulkier gear (cranes, steamrollers, trucks, bulldozers, scaffolding, elevators) not included in the hourly rate shall be stated in the CONTRACT.

Unless otherwise stated, in case of its personnel performing overtime SERVICES, the need for which has been established by the PURCHASER with regard to performing the work with it has been entrusted, the following rules shall apply:

Overtime shall be paid:

- at a rate of 140% for work beyond 8 hours per day;

- by extension, SERVICES performed on Saturdays shall also be paid at a premium rate of 140%;
- SERVICES performed on Sundays and public holidays shall be paid at a premium rate of 180%.

Shift bonuses shall be:

- 0% for the shift from 6 a.m. until 2 p.m., as for SERVICES performed during the day (day work) from 6 a.m. until 10 p.m.;
- 8% for the shift from 2 p.m. until 10 p.m.;
- 16% for the shift from 10 p.m. until 6 a.m., as for SERVICES performed at night (night work) from 10 p.m. until 6 a.m.

No bonuses or premium-rate pay may be combined apart from the night shift differential which can be combined with weekday, weekend or public-holiday overtime (for example, 196% for night work on a Sunday).

Outside of the three-shift system, mealtimes (30 minutes) shall be deducted from the hours performing SERVICES in the plant.

The SUPPLIER may not have its workers work beyond the legal working hour limits, whether these hours relate to SERVICES performed under or outside of a CONTRACT (maximum of 11 hours per day, maximum of 50 hours per week, and at least 10 hours of rest between two SERVICES).

The SUPPLIER undertakes to ensure that at least one person in each team of workers is fluent in French.

In agreement with the PURCHASER, all expenditure associated with a SERVICE abroad and/or of a foreign SUPPLIER on our site shall be restricted, being limited to the following: costs of meals (up to a maximum of €30 per meal), hotel costs (up to a maximum of €120 per night), and transport costs (plane and train tickets, car rental, or mileage expenses at €0.40 per kilometer for each vehicle). These shall be repaid upon production of the relevant documentary evidence. The time spent traveling cannot be billed or valued. Where several consecutive days of SERVICES are needed on an assignment, the option of staying overnight in situ shall be preferred where the return mileage expenses would exceed the cost of the overnight stays and evening meals. Unless a prior request to the contrary is made to the PURCHASER, this is the option that will be adopted.

ARTICLE 8 SUSTAINABLE DEVELOPMENT: HEALTH, SAFETY, ENVIRONMENT, FOOD HANDLING, LABOUR LAW, AND TAX

In terms of sustainable development, the PURCHASER shall be closely involved in health and safety, social dialogue, and respect for the environment.

The SUPPLIER shall provide the PURCHASER with SERVICES which fully comply with the rules pertaining to health and safety, labor law, and respect for the environment laid down by legislation and international treaties, and any internal regulations provided by the PURCHASER.

The SUPPLIER shall explicitly and immediately inform the PURCHASER, throughout the performance of the CONTRACT, of any circumstances or requirements concerning health, safety, and the environment and related to the SERVICES it is performing. The SUPPLIER shall duly complete all the relevant documents and communicate them to the PURCHASER.

The SUPPLIER shall accept full liability for any adverse effects arising from its actions, omissions or negligence with regard to health, safety, and the environment, toward both the PURCHASER and any third party.

8.1. SAFETY

Safety at work, in particular the safety of the PURCHASER's personnel and that of its SUPPLIERS, contractors, and visitors, is an absolute priority for the PURCHASER, and therefore safety, as a core principle, may not come below any other priority. As a consequence, the SUPPLIER shall not make use of companies that do not have high safety standards and that do not fully comply with the rules in this domain. For this reason, the PURCHASER shall give precedence to VCA- or BeSaCC-certified SUPPLIERS or to SUPPLIERS holding any other equivalent certification. The PURCHASER reserves the right to conduct on-site safety controls at any time.

The SUPPLIER fully endorses these principles and shall adopt them as its own insofar as they relate to the performance of its obligations under the CONTRACT.

8.1.1. PERSONNEL

The SUPPLIER shall employ skilled personnel and is responsible for implementing any measures it deems necessary or appropriate to perform the SERVICES.

The SUPPLIER shall be liable, both for itself and for its subcontractors, for all controls certifying the proper performance of its obligations and of its undertakings, in accordance with the provisions of the CONTRACT.

The SUPPLIER's personnel shall duly comply with the PURCHASER's safety rules as communicated by the latter, including those relating to protective clothing and safety equipment. In this respect the PURCHASER may require the immediate replacement of, and the imposition of an entry ban on, any member of the SUPPLIER's personnel and of its subcontractors' personnel who acts in a reckless or disrespectful manner or in breach of any applicable regulations, internal rules, or any additional safety instructions issued by the PURCHASER.

The SUPPLIER also undertakes to:

- (i) duly and immediately inform the relevant PURCHASER's representatives of any accident, bodily injury, accidental contamination, or pollution that has occurred on or near the PURCHASER's site, as well as of any hazardous material observed or discovered during the implementation of the CONTRACT; and
- (ii) take any appropriate measures and actions to mitigate the consequences arising, or which may arise, therefrom.

The SUPPLIER undertakes to comply with all provisions contained in labor and health and safety laws affecting its personnel, to endorse or have endorsed, as the case may be, any forms and other documents it must or may have to complete with regard to taxes, salaries, social security contributions, and insurance, and to pay or to have issued instructions for payment of all duties and taxes, salaries, social security contributions, and penalties it owes, or to cover these with specific guarantees (in particular payment guarantees) which are accepted by the PURCHASER.

8.1.2. PREVENTION AND SAFETY PLAN

The SERVICES on the PURCHASER's site shall only commence following receipt of a CONTRACT and drafting of a health and safety plan by and between the PURCHASER, the SUPPLIER, its personnel, and any relevant subcontractor or third party, in accordance with the legislation. The PURCHASER shall grant the SUPPLIER access to the site at any reasonable time as from the agreed start date for the SUPPLIER's on-site activities, provided that:

- (i) the SUPPLIER has previously obtained all the required work authorizations (in particular in relation to safety matters), in accordance with the rules and regulations applying on each relevant site; and
- (ii) any personnel of the SUPPLIER (including the personnel of its subcontractors) performing work on the site has previously participated in a safety induction meeting organized on site.

The PURCHASER may not unreasonably reject such work authorizations.

The SUPPLIER shall be responsible for safety coordination for all the SERVICES performed by the SUPPLIER and, as such, it shall in particular be responsible for its personnel, representatives, officers, and subcontractors in regard to the safety instructions, in accordance with the applicable legislation.

8.1.3. SAFETY INDICATORS

Each year, the SUPPLIER shall submit to the PURCHASER a report indicating its accident severity and frequency rates or any other safety indicators agreed between the Parties.

These rates for the SUPPLIER shall be completely in line with those agreed between the Parties throughout the term of the CONTRACT.

In case of any breach of these safety indicators, the SUPPLIER undertakes, within two (2) months of the date of failure as indicated in the annual report, to propose to the PURCHASER an action plan providing for corrective measures for this breach and application of this plan.

Notwithstanding this obligation, the Parties shall meet before the end of this period and the SUPPLIER shall take any necessary measures to remedy this breach.

The action plan shall be deployed by the SUPPLIER, given that it is specified that all the costs arising from the deployment and implementation of this action plan shall be borne by the SUPPLIER, who shall remain solely responsible for its success and for its consequences.

Where after a reasonable period following the deployment of this action plan, the safety levels are still below those expected:

this breach shall be considered a reason for termination of the CONTRACT due to a failure on the part of the SUPPLIER.

8.2. ENVIRONMENT

It is the PURCHASER's ambition to act both all by itself and in conjunction with its SUPPLIERS to respect the environment. To this end, the PURCHASER aspires to continuous improvement of its environmental performance, including constant care for the neighborhood and paying special attention to nuisance prevention, as well as transparent communication.

The SUPPLIER shall not bring hazardous or radioactive material onto any site without the explicit prior consent of the PURCHASER. Where the SUPPLIER nevertheless does so, it shall bear all the costs incurred as a result of the mandatory or appropriate removal or processing of this material, and any damage arising from bringing it onto the site, removal or processing, including in case of bodily injury.

In cases in which the SUPPLIER has been authorized to bring hazardous materials onto a site, the SUPPLIER shall:

- (i) have Material Safety Data Sheets (MSDSs) for them and handle and store them in full compliance with the laws in force and the site's internal rules; and
- (ii) take any preventive measures to avoid any contamination or pollution on site or of anybody performing work there.

All waste, including hazardous and radioactive materials generated or brought onto the site by the SUPPLIER, shall be disposed of, processed, recycled, and removed regularly in accordance with the applicable laws and the site's internal rules, at the SUPPLIER's sole risk and expense. Where the SUPPLIER fails to meet this obligation upon receipt of one (1) request and after a grace period of three (3) days, except in case of an emergency, the PURCHASER shall be entitled to appoint any third party to perform this obligation at the SUPPLIER's expense. The SUPPLIER shall provide a container for its household waste.

The SUPPLIER shall leave on-site recyclable scrap metal for the PURCHASER at the designated location(s).

The SUPPLIER shall keep the site clean and tidy and shall remove waste and scrap metal, and other materials and equipment surplus to requirements shall be regularly removed from the site.

8.3. FOOD HANDLING

The ordered goods and services shall comply in all respects with Belgian, French, and European legal and regulatory requirements as well as the BRC (British Retail Consortium), IFS (International Food Standards), and ISO standards (including ISO 22000 and FSSC 22000) in force on the date of the CONTRACT, in particular those pertaining to health and safety, traceability, food safety, and food handling, including the documents necessary for operations (including the certificate of conformity and other supporting documents).

8.4. COMPLIANCE BY THE SUPPLIER AND SUBCONTRACTORS WITH TAX AND LABOR-LAW OBLIGATIONS

Throughout the performance of each CONTRACT, the SUPPLIER and its subcontractors shall comply with all laws, especially those relating to tax, employment, and social security contributions.

For this purpose and in line with the legally required frequency, the SUPPLIER shall in particular provide the PURCHASER for the first time upon signature of the CONTRACT and in any case without undue delay upon the PURCHASER's request, with all documents proving that the SUPPLIER and its subcontractors (i) comply and have complied fully with their obligations in this context, and (ii) are up to date with their respective payments of all duties, taxes, salaries, and social security contributions.

For personnel from abroad partially or temporarily posted to Belgium, the SUPPLIER shall ensure that everybody has the duly completed E101 form and that a copy is annexed to invoices. This document is essential for paying invoices.

8.5. FRAUD AND CORRUPTION

The SUPPLIER shall take any necessary measures, in accordance with good industry practice, to prevent any fraudulent activity by the SUPPLIER (including its shareholders, members, directors, and employees) and by any of the SUPPLIER's service providers, officers, contractors, or subcontractors, or their employees, associated with the payments made by the PURCHASER. The SUPPLIER shall notify the PURCHASER immediately if it has reason to suspect that any fraud has occurred, is occurring, or is likely to occur.

The SUPPLIER shall not offer or give, or agree to give, any employee, agent, or representative of the PURCHASER any gift or commission, or other consideration of any kind as recompense for taking action, for refraining from taking action, for having taken action, or for having refrained from taking action with a view to obtaining or signing any CONTRACT or any other agreement with the PURCHASER, or for favoring, disfavoring, or refraining from favoring or from disfavoring anybody in relation to a CONTRACT or any other agreement with the PURCHASER.

The SUPPLIER offers an undertaking that it has not paid commission nor has it agreed to pay any commission to any employee, agent, or representative of the PURCHASER, in relation to the PURCHASER.

Where the SUPPLIER or SUPPLIER's employees, subcontractors, service providers, or agents, or anybody acting on the SUPPLIER's behalf, engages in conduct banned by the above provisions in relation to any CONTRACT or any other agreement with the PURCHASER, the PURCHASER shall be entitled to:

- (i) terminate the relevant CONTRACT and recover from the SUPPLIER the amount of any loss sustained by the PURCHASER resulting from such termination; or
- (ii) fully recover from the SUPPLIER any other loss sustained by the PURCHASER as a result of any breach of Article 8.5, whether or not the relevant CONTRACT has been terminated.

ARTICLE 9 UNDERTAKINGS

The SUPPLIER undertakes to perform its obligations within the periods laid down by the CONTRACT.

Where the SUPPLIER's obligations include supply services, the SUPPLIER undertakes to obtain from third-party SUPPLIERS undertakings whose term and scope meet the requirements stated in the CONTRACT, and deliveries of equipment and hardware in accordance with these General Terms and Conditions applying to said deliveries with a satisfactory deadline and of satisfactory quantity and quality such as to enable assembly and operation in compliance with the requirements of the CONTRACT.

The SUPPLIER undertakes to provide assistance to the PURCHASER in terms of implementing the undertakings obtained from the third-party SUPPLIERS.

The SUPPLIER shall take on, without restriction, the full burden of repeating, refining, changing, or rectifying the SERVICES due to mistakes, errors, omissions, or negligence on its part; it shall also, within the limits set by the CONTRACT, take care of the detrimental consequences resulting from the inadequate performance of its obligations, including replacing faulty parts at its own expense.

Where the SUPPLIER fails to take action following written notification, the PURCHASER shall benefit from a replacement option at the sole expense of the SUPPLIER.

The guarantee period (and the liability period arising from it) once the CONTRACT has been performed and completed is laid down in the CONTRACT or should this not be the case, by the applicable law, amounting to a minimum of 2 years.

ARTICLE 10 ASSIGNMENT AND SUBCONTRACTING

The SUPPLIER may not transfer all or part of the CONTRACT without the prior written authorization of the PURCHASER.

Where such authorization is given, the SUPPLIER is required to submit to the PURCHASER the list of its subcontractors. The PURCHASER may, at its discretion, refuse to approve any subcontractor it deems unsatisfactory. This decision is final and does not have to be justified.

In all circumstances, the SUPPLIER shall remain exclusively responsible to the PURCHASER for the performance of the CONTRACT.

ARTICLE 11 DELIVERIES - DEADLINES AND LATE PENALTIES

Where it supplies equipment or facilities, the SUPPLIER undertakes to provide the PURCHASER with a plan of the facilities, including exploded views. In the same spirit, regardless of the type of supply provided for by the CONTRACT, the SUPPLIER shall return, at the PURCHASER's request, surplus material and material offcuts and scraps arising from performance of the SERVICES.

The deadlines are mandatory and shall involve an undertaking to deliver on the date laid down in the CONTRACT. The parties explicitly agree that this clause is a core clause of the CONTRACT.

The SUPPLIER shall regularly notify the PURCHASER in writing of the progress of the SERVICES and any delays encountered (schedule, meeting reports, visit reports, etc.).

In the event of late delivery attributable to the SUPPLIER, the PURCHASER reserves the right, at its discretion and without prior notice, either to cancel all or some of the CONTRACT by simply notifying the SUPPLIER, or to automatically apply, as a penalty clause, a final deduction equivalent to 1% of the total amount of the CONTRACT per week of delay, not to exceed 10%, and without prejudice to damages paid in compensation for any actual prejudice suffered.

Any event attributable to the PURCHASER or which would constitute a case of force majeure and would be likely to entail missing contractually agreed deadlines shall be communicated to the SUPPLIER by registered letter within ten days on pain of forfeiture of the SUPPLIER's right to suggest an extension to the delivery deadline. In any case, such extension of the deadline shall be set out in a written amendment.

ARTICLE 12 CONFORMITY

Since the SUPPLIER undertakes its supplies and/or performs its SERVICES under its own full responsibility, it shall undertake that the products and services comply with the contractual requirements specific to the usage for which they are intended. They shall meet the usual quality criteria as well as the applicable standards and legislation.

Where the supplied product is covered by Regulation No. 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning the Registration, Evaluation and Authorisation and Restriction of Chemicals (REACH), then the SUPPLIER shall be solely responsible for performing its duties and obligations required under this Regulation. The SUPPLIER shall indemnify the PURCHASER for any expenses, costs, claims, or liability of any kind, whether direct or indirect, resulting from a failure by the SUPPLIER to meet its duties and obligations required under this Regulation. Where necessary, the SUPPLIER undertakes to complete and return to the PURCHASER the forms required by said Regulation.

The products shall be supplied in a fully completed state with all instructions, recommendations, certificates of conformity (EC), material certificates, and other information required to ensure proper and completely safe use.

Any products or services which do not meet all of the above requirements shall be considered non-compliant.

ARTICLE 13 PRICES

Unless otherwise stated in the special terms and conditions of the CONTRACT, the prices shall include:

- any CONTRACT termination-specific research costs;
- provision of the implementation schedule;
- provision of any equipment required to perform the CONTRACT;
- support at any meetings about the CONTRACT and the performance thereof;
- the costs of inspection and acceptance by an authorized agency;
- transport and packaging costs;
- site access equipment: cherry pickers, cranes, scaffolding, etc.;
- documentation (constructors' documents, detailed plans, EC standards, authorized agency's report, etc.).

Unless otherwise stated in the special terms and conditions, the prices are firm and are not subject to revision. The SUPPLIER may not request any price revision not arising from application of any price revision clause included in the special terms and conditions of the CONTRACT.

ARTICLE 14 BILLING AND PAYMENTS

Unless otherwise stated in the CONTRACT, invoices shall be issued by the SUPPLIER at the end of the provision of the SERVICES in the format indicated by the PURCHASER. By default, invoices shall be sent to the following e-mail address: cptelecincoming@prayon.com

Unless otherwise stated in the special terms and conditions, payment shall be made 90 days from the end of the month as from the invoice date.

When staggered payments are planned, they are payable in accordance with the performance schedule as stated in the special terms and conditions of the CONTRACT. The percentage of downpayments shall be deducted from the amount, excluding taxes, of the price laid down by the CONTRACT. In any case, the PURCHASER may, at its discretion, demand that the downpayments paid be covered by a security or any other guarantee it deems satisfactory.

The payment, including payment in full, in no way implies that the PURCHASER waives any rights enforceable in respect of the SUPPLIER.

In the event of non-performance by the SUPPLIER of any of its obligations under the CONTRACT, all of its debts and claims in respect of the PURCHASER shall be considered to result from a single contractual commitment. Consequently, the PURCHASER shall be authorized either to make deductions from any invoice sent by the SUPPLIER, even those not pertaining to the CONTRACT giving rise to non-performance, or to offset its own claims, resulting from non-performance, against those of the SUPPLIER, whether or not pertaining to the CONTRACT that gave rise to the non-performance.

ARTICLE 15 CONTROL AND INSPECTION

The SUPPLIER is required to control the quantity and quality of the SERVICES in accordance with the standards in force as well as the requirements of the CONTRACT.

The PURCHASER is entitled to inspect at any time the work performed by the SUPPLIER and the materials used and reserves the right to intervene during the performance of work to ensure compliance with the CONTRACT.

The SUPPLIER shall grant the PURCHASER free access to any areas where a task relating to the CONTRACT is being performed. The PURCHASER may, at any time, issue comments or recommendations in respect of said task.

Likewise, when the PURCHASER so requests, the SUPPLIER shall authorize the inspection and testing of products and services on the SUPPLIER's premises. When necessary, the PURCHASER shall be authorized to perform inspection visits on the SUPPLIER's premises and shall accordingly enjoy free access to any location or any document pertaining to the performance of the CONTRACT.

The presence of the PURCHASER's representatives on the work premises and the verifications and, where appropriate, approval of the PURCHASER shall not release the SUPPLIER from any of its contractual responsibilities. The SUPPLIER may not, under any circumstances, engage the liability of the PURCHASER during inspection visits.

The PURCHASER reserves the right to check the existence of the SUPPLIER's quality system. It may also request the production of a quality assurance plan specifically for the SERVICE.

By the same token, the SUPPLIER undertakes to inform the PURCHASER, in advance, of any modification to the raw materials or the origin thereof, any change in formulation, production site, production method or process, packaging, or storage period, or any other change that could have an impact on the quality or performance of the SERVICE.

The work carried out by the SUPPLIER's personnel on the PURCHASER's sites shall be performed under the direction and supervision of the SUPPLIER's management, with its own equipment, and in accordance with the safety rules applicable to the activity in question.

The SUPPLIER acknowledges that it has been informed by the PURCHASER of the specific risks that could arise from the site activities during the performance of the work and of its obligation to ensure, by any appropriate means, the safety of personnel of which it is in charge during its presence on the site, and to have its personnel follow the safety rules applicable on the site, as per the internal rules and the general safety conditions of which it has been made aware (including the "Security Declaration for

Authorised Economic Operators" (AEO form), which the SUPPLIER undertakes to complete and communicate to the PURCHASER).

It is the SUPPLIER's responsibility to make the personnel of which it is in charge aware of said documents.

Anybody who is not connected to the PURCHASER or its subcontractors or SUPPLIERS during the performance of one of their CONTRACTS may only visit a PURCHASER site with the written permission of a duly authorized authority. Legal proceedings may be instituted against the individual concerned and against the company involved in any intrusion.

ARTICLE 16 SERVICES PROVIDED BY THE PURCHASER

16.1. SUPPLY OF POWER, FLUIDS, AND GAS

The PURCHASER may supply electricity, gas, water, steam, or compressed air to the SUPPLIER, but exclusively for the strict performance of a CONTRACT where this is allowed by the laws applicable to the site.

In such a case, the SUPPLIER shall in advance check its needs and the compliance of its needs with the supply capacity of the site concerned in this regard, and determine any additional measures to be implemented, at the sole expense of the SUPPLIER.

The SUPPLIER shall use such supplies in such a way as to keep its consumption within normal limits and to avoid any disruption to the PURCHASER's networks. The PURCHASER may request compensation for the costs incurred in relation to these supplies, provided that this was agreed in the CONTRACT concerned.

The use and consumption of these supplies shall be at the sole risk of the SUPPLIER, whereby the PURCHASER is not liable for any failures in relation to such supplies and facilities except in case of a mistake by the PURCHASER in this respect.

16.2. LOANS OF EQUIPMENT AND TOOLS BY THE PURCHASER

As a rule, equipment or tools belonging to the PURCHASER shall not be made available to the SUPPLIER. However, at the explicit request of the SUPPLIER, the PURCHASER may by way of exception loan out equipment and tools to it.

For significant loans of equipment and tools to the SUPPLIER for a specific period, a list of said equipment and tools, as well as the conditions applicable thereto, shall be specially agreed upon between the Parties in a special written document.

In any case, the SUPPLIER shall in advance check the compliance, suitability and adequacy of such equipment and tools for its intended use thereof.

All equipment and tools lent to the SUPPLIER by the PURCHASER shall be returned to the latter by the end of the CONTRACT, regardless of the circumstances, complete and at least in the same state as they were at the time they were made available to the SUPPLIER.

As from the date the PURCHASER makes said equipment and tools available to the SUPPLIER and throughout the period during which the SUPPLIER has them in its custody, the latter shall bear all the risks of operation, control, deterioration, depreciation, and loss of said tools and equipment. As a consequence, the SUPPLIER shall be responsible for all such tools and equipment and for their use and safe keeping in terms of quantity and quality and shall compensate the PURCHASER accordingly. Said tools and equipment (except such tools and equipment as indicated in a specific written document as mentioned above) may be withdrawn at any time by the PURCHASER, without compensation or prior notice.

The equipment and tools provided by the PURCHASER shall remain its property. Where the SUPPLIER has any doubts about the quality of the equipment and tools made available to it by the PURCHASER, the SUPPLIER shall immediately notify the PURCHASER accordingly.

ARTICLE 17 OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

The plans, documents and information of any kind provided by the PURCHASER to the SUPPLIER shall remain the PURCHASER's property. They may not be disclosed or used without the prior written consent of the PURCHASER except for the purposes of implementing the CONTRACT.

Ownership of the plans and documents that the SUPPLIER is required to provide to the PURCHASER, pursuant to the CONTRACT, shall be transferred to the latter as and when they are drawn up where they are a necessary corollary of the implementation of the plans, documents or information provided by the PURCHASER.

The SUPPLIER undertakes to maintain the confidentiality of all information of any kind relating to the CONTRACT (hereinafter the "Information") communicated to it by the PURCHASER or a third party or of which it becomes aware while negotiating or implementing the CONTRACT.

To this effect, the SUPPLIER shall reserve access to the Information to its personnel bound by the duty of confidentiality whose tasks imply that these individuals are aware thereof. Where necessary for the performance of its obligations under the CONTRACT, the SUPPLIER shall be authorized to disclose the Information to third parties, within the limits and insofar as required for the performance of the CONTRACT and subject to signature by the latter of a confidentiality undertaking.

This confidentiality undertaking shall not apply to Information:

- for which the SUPPLIER can prove that it was already in its possession at the time or this Information had been communicated to it;
- which, at the time of its communication to the SUPPLIER, was already in the public domain;
- which, following its communication to the SUPPLIER, entered the public domain, provided that this is not the fault of the SUPPLIER.

The PURCHASER shall in exchange undertake, under the same conditions, to maintain the confidentiality of the Information provided to it by the SUPPLIER, marking it "CONFIDENTIAL".

Unless otherwise stated, the duty of confidentiality shall remain in force for an unlimited period, and the SUPPLIER shall ensure that its personnel zealously guards this.

Any advertising or communications with the press, whether written or verbal, concerning the implementation of the CONTRACT, shall require the prior consent of the PURCHASER.

ARTICLE 18 INTELLECTUAL PROPERTY

All tools, models, equipment, plans, specifications, and other information items provided by the PURCHASER in connection with the CONTRACT shall remain the property of the PURCHASER at all times and may only be used by the SUPPLIER for the purposes of performing the CONTRACT. The SUPPLIER shall keep the documents and other information items confidential and return them to the PURCHASER when requested by the latter.

The SUPPLIER shall indemnify our company for any legal action, claim or opposition on the part of third parties invoking industrial property rights they claim have been infringed by the performance of the CONTRACT. In this case, all expenses and compensatory payments incurred by the PURCHASER shall be borne by the SUPPLIER, with the latter also undertaking to voluntarily intervene in respect of any authority which might be invoked against the PURCHASER.

The SUPPLIER shall not produce offers and shall not provide to third parties parts produced with the PURCHASER's tools and equipment or on the basis of models, plans, specifications, or design data from the PURCHASER, without the latter's prior written consent.

Inventions, patents, drawings, trademarks, and models, or other industrial property rights resulting from the performance of the CONTRACT shall be transferred and shall become the property of the PURCHASER solely by virtue of the CONTRACT, unless the SUPPLIER can establish that they are solely the result of its inventive activity independent of the CONTRACT.

The SUPPLIER shall perform all the formalities and shall sign all the documents needed to transfer ownership.

ARTICLE 19 RESPONSIBILITIES

The SERVICES performed by the SUPPLIER's personnel shall be performed under the supervision and responsibility of the SUPPLIER, with its own equipment and in accordance with the ad hoc safety rules.

During the performance of the SERVICES, the SUPPLIER shall be responsible for damage caused to third parties, whether this is its own fault or the fault of its officers, representatives, subcontractors, SUPPLIERS, or service providers.

It shall also be responsible for damage of any kind caused to goods and materials during the performance of the CONTRACT.

The SUPPLIER shall assume, in respect of the PURCHASER, full responsibility for defects affecting the work performed.

The SUPPLIER shall assume all pecuniary consequences incurred by the PURCHASER due to non-compliance with the laws and regulations in force by the SUPPLIER or its supervisors, representatives, subcontractors, SUPPLIERS, or service providers.

ARTICLE 20 TRANSFER OF OWNERSHIP AND RISKS

The risks pertaining to the products delivered shall be transferred pursuant to DDP Incoterms 2010 at the delivery location specified in the CONTRACT.

Any reservation of ownership clause not explicitly accepted by the PURCHASER in the special terms and conditions of the CONTRACT shall be deemed not to exist.

ARTICLE 21 INSURANCE

The SUPPLIER and, where appropriate, its subcontractors shall each take out and maintain the following insurance policies using the PURCHASER's civil liability form, which the SUPPLIER undertakes to complete and communicate to the PURCHASER:

- a statutory insurance policy for industrial accidents and accidents on the way to/from work affecting the SUPPLIER's personnel or the personnel of its subcontractors;
- a policy to cover the pecuniary consequences of any damage caused to third parties due to professional negligence that occurred in connection with the CONTRACT;
- a policy covering the pecuniary consequences of damage caused to third parties during the performance of the CONTRACT by the SUPPLIER, its agents and representatives. This policy shall cover at least €1,500,000.00 per claim in case of bodily injury, damage to property, and non-material damage; Mandatory cover for 'pure' moral damage with a minimum of €250,000.

This policy must contain the following clauses:

- the coverage shall apply without restriction or reservation to all SERVICES in the PURCHASER's plants and/or on its worksites;
- provided that the civil liability of the insured is incurred, the policy shall also take effect in the event of accidents caused by the personnel, equipment, and goods made available to the contractor by the principal;
- the principal's personnel are third parties with respect to the SUPPLIER.

The term "third party" means not only natural persons or corporate entities not linked directly or indirectly to the CONTRACT, but also the parties themselves and their personnel and representatives.

The SUPPLIER may not use the insurance policies it has taken out to elude its personal obligations pursuant to its insurers terminating the policy or due to any other exception that renders the policy inoperative.

The SUPPLIER shall be able to justify at any time the validity of the policies covered in this article.

ARTICLE 22 FAILURES OF THE SUPPLIER

Where the PURCHASER observes serious shortcomings likely to affect the quality and compliance of the SERVICES, or notes a delay in the performance of the CONTRACT that will inevitably lead to the postponement of the contractual deadlines, the SUPPLIER, at the PURCHASER's request, shall make

changes to and/or expand the team and resources allocated to the CONTRACT to mitigate the observed failure.

Where this request remains unfulfilled, even after serving official notice, the PURCHASER may, upon the expiry of the notice, and without prejudice to the possible termination of the CONTRACT:

- either impose on the SUPPLIER technical support that will be invoiced to it, without the SUPPLIER being able to avail itself of said support to absolve itself of any of its obligations and responsibilities;
- or perform all or some of the SERVICES itself or by means of subcontracting, at the SUPPLIER's expense.

These conditions shall apply to the period of the cover.

ARTICLE 23 FORCE MAJEURE

The term "case of force majeure" refers to any unstoppable and unforeseeable cause outside of the control of the parties that hinders the full or partial performance of the CONTRACT. The fact of the performance of the CONTRACT being rendered unusually difficult or onerous does not constitute a case of force majeure.

To be considered eligible, the case of force majeure must be reported to the other party by e-mail or fax within 48 hours following the start of the event and confirmed immediately by letter.

Cases of force majeure include strikes, serious social unrest, accidents, fires, explosions, floods, rebellions, revolutions, wars, blockades, embargos, export or import bans, or any other act by a government or public authority, and serious accidents at industrial facilities that stop their operation.

The party invoking force majeure shall endeavor to limit the impact thereof on the performance of the CONTRACT and shall resume such performance once the force majeure event has ceased.

Where, as a result of this force majeure event, the CONTRACT cannot be performed within a reasonable period, either party may terminate the CONTRACT without compensation.

The SUPPLIER affected by a reported case of force majeure as stated above may only be released from obligations pertaining to deadlines and insofar as they are directly affected by the case of force majeure.

ARTICLE 24 TERMINATION

Except in case of force majeure, the SUPPLIER shall answer for full or partial non-performance of the SERVICES and non-compliance with its obligations.

The PURCHASER may terminate ipso jure the CONTRACT in the event of a failure by the SUPPLIER and demand from the SUPPLIER compensation for any additional expenses incurred by this failure and remedy any resulting prejudice, in the context of its contractual responsibility, without such termination entitling the SUPPLIER to any compensation whatsoever.

The SUPPLIER shall be informed of the termination of the CONTRACT by registered letter. However, termination does not exempt the SUPPLIER from late penalties incurred on the date of termination.

In the absence of a failure of the SUPPLIER, the PURCHASER may at any time terminate the CONTRACT in full or in part by means of payment to the SUPPLIER of the expenses incurred by it for the performance thereof on the date of termination and, where appropriate, compensation to be mutually agreed, within the legally stipulated limits.

Within 15 days of receiving the letter informing it of the termination, the SUPPLIER shall make available to the PURCHASER, or a third party designated by the latter, the documents used for performing the SERVICES, as well as all data, books, manuals, copies of plans, information, and so on established for and by it in the context of the CONTRACT, and transfer to the PURCHASER all rights arising from subcontracting arrangements concluded by the SUPPLIER in connection with the CONTRACT.

In the event of composition with creditors, bankruptcy or liquidation of the SUPPLIER, the CONTRACT shall be terminated ipso jure.

The PURCHASER may terminate ipso jure the CONTRACT in the event of merger, absorption, or major change of shareholders in the SUPPLIER by paying the SUPPLIER the expenses it has incurred

performing the CONTRACT on the date of termination and, where appropriate, compensation to be defined by mutual agreement.

ARTICLE 25 TAXES

All fees and taxes and other expenses which may arise during the CONTRACT shall be borne by the SUPPLIER.

The SUPPLIER undertakes, at the start of work, to state the number and power of the engines available to the PURCHASER to perform the CONTRACT.

The taxes relating to the motive force arising from this shall be borne by the SUPPLIER.

ARTICLE 26 LANGUAGE OF THE CONTRACT

This CONTRACT, its annexes, any relevant correspondence, and the supplied documentation shall be drawn up in French. English and Dutch translations shall be available on the PURCHASER's website. In case of any contradiction between the versions, the French version shall prevail.

ARTICLE 27 WAIVER

Non-execution, including even repeated instances thereof, of any of the clauses in these terms and conditions is simply a matter of tolerance and in no way implies that the PURCHASER has waived its right to subsequently enforce compliance with the clause in question.

ARTICLE 28 SETTLEMENT OF DISPUTES

Any dispute arising during the performance of the CONTRACT or the follow-up thereto and not resolved amicably shall be heard by the Commercial Court of Liège (Belgium).

However, the parties may agree to have recourse to arbitration when the SUPPLIER is foreign. In such a scenario, disputes arising in connection with the CONTRACT shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the Chamber of Commerce of the PURCHASER's country and by a single arbitrator or, in the absence of agreement within 15 days of the decision to have recourse to arbitration, by three arbitrators, one of whom will chair the arbitral tribunal, which will be appointed in accordance with said rules, with which the parties state their compliance. The place of arbitration shall be the capital of the PURCHASER's country.

The procedures for settling disputes shall not suspend the performance by the parties of their contractual obligations.

The parties also state that in the event of recourse to arbitration, the procedure may not be undertaken until such time as the performance of the SERVICES has been completed.

ARTICLE 29 DISPUTES WITH THIRD PARTIES

Where a third party initiates legal action against the PURCHASER due to the performance of the CONTRACT by the SUPPLIER or due to the products and services provided under the CONTRACT, the SUPPLIER shall, at its expense and at the PURCHASER's request, join it to ensure the defense of the authority in question. Any legal decision or arbitral award handed down shall be considered, for all practical purposes, as enforceable against the SUPPLIER in the event that the PURCHASER subsequently enforces the guarantee against it.

ARTICLE 30 APPLICABLE LAW

This CONTRACT is governed by Belgian law to the exclusion of the Vienna Convention.