

## GENERAL CONDITIONS OF PURCHASE AND SUB-CONTRACTING

### PREAMBLE

1. These General Conditions shall apply to all Contracts concluded between the Buyer and the Supplier, to the exclusion of any other conditions, including the Supplier's general conditions of sale or provision of services (if any), except and to the extent that these General Conditions are deviated from by specific conditions contained in the Contract or in a written document signed after the date of the Contract by duly authorized representatives of the Buyer and the Supplier.

### DEFINITIONS

2. For purposes of these General Conditions the following terms are defined as follows:

- **"Buyer"**: means SA Comantec, with registered office at 9150 Kruibekke, Hogenakkerhoekstraat 10, with the register of legal persons under n° 0473.477.883.
- **"Order"**: means the order sent by the Buyer to the Supplier for the supply of Products and/or Services by the Supplier to the Buyer.
- **"Contract"**: means the contract between the Buyer and the Supplier, which includes, inter alia, the Order as well as its annexes and mutually accepted amendments, such as these General Conditions.
- **"Supplier"**: means the physical or legal person to whom the Order is sent. Depending on the circumstances, the Supplier can be a simple seller of Products, a supplier of Services (with or without supply of Products) or a sub-contractor of the Buyer (with or without supply of Products).
- **"Products"**: means all products supplied under the Contract.
- **"Services"**: means all services including, as the case may be, sub-contracting services, supplied under the Contract.
- **"In writing"**: means by means of a written document signed by duly authorized representatives of both parties, or by means of a letter, facsimile message, telegram or telex which identifies the sender.

### PERFORMANCE

3. The Supplier undertakes to supply the Products and/or the Services in compliance with good practice, with legal and regulatory requirements and with the terms and conditions of the Contract.

4. The Supplier shall perform the Contract in compliance with:
- on the one hand, the general provisions and technical conditions imposed by the customer of the Buyer for the contract awarded to the Buyer, the Supplier acknowledges that it is familiar with these provisions and conditions;
  - on the other hand, the special terms and conditions of the contract specifications ("cahier des charges"), the descriptive offer ("devis descriptif") and the plans and documents drawn up by the Buyer's customer for the works entrusted to the Buyer, as they are attached to the Contract;
  - to the extent they are compatible with the Contract and in proportion to the importance of the Services and/or Products entrusted to the Supplier, the administrative terms and conditions of the contract specifications and the documents drawn up by the customer of the Buyer for the works entrusted to the Buyer, as they are attached to the Contract, as well as the administrative terms and conditions of the general contract specifications, standard contract specifications and the documents to which the special contract specifications refer;
  - the special terms and conditions, both administrative and general, contained in the Contract. In case of contradiction, the Contract takes precedence over the other documents.

### INDUSTRIAL AND INTELLECTUAL PROPERTY

5. All documents and information transmitted by the Buyer to the Supplier within the framework of the Contract are and will remain at all times the property of the Buyer and may only be used by the Supplier for purposes of performing the Contract.

6. All industrial and intellectual property rights resulting from the performance of the Contract by the Supplier shall be transferred to and shall become the property of the Buyer.

7. The Supplier warrants that it does not counterfeit or violate any industrial or intellectual property rights of third parties and shall indemnify the Buyer against any third party claims in that respect.

### CONTROL AND QUALITY

8. The agents of the Buyer or of the Buyer's customer, or any organization designated by the Buyer shall, during normal hours, have free access to the premises of the Supplier and of the Supplier's sub-contractors and service providers, as well as to any place where the Contract is performed, with a view to verifying the progress of the Contract and its performance.

9. The Supplier may not start the manufacture of the Products and/or the performance of the Services before having received the Buyer's written approval of the studies and materials, when this is provided in the special terms and conditions or in the Contract.

10. All workshop and factory tests are for the account of the Supplier. They shall be performed on the dates indicated in the Contract. The controls and tests shall focus on the quality, the performance and the conformity of the work with the technical specifications, good practice and applicable regulations.

11. The sole purpose of any controls done or approvals given in the course of performing the Contract shall be to inform the Buyer. Such controls or approvals shall not create any liabilities for the Buyer, nor diminish the liabilities of the Supplier. The same applies to the factory acceptance tests, if any, described in the Contract.

12. The Products and Services must comply with the technical specifications defined in the Contract and, as the case may be, the contract specifications attached to the Contract. They must be fit to be used in accordance with their intended purpose. They shall be supplied at the dates and within the deadlines defined in the Contract and shall meet customary quality criteria and applicable standards and regulations. The Products shall be manufactured and the Services shall be performed by qualified and competent personnel, with all required care and diligence. In the absence thereof, the Buyer or the Buyer's customer shall be entitled to refuse the delivery of the Products and/or the acceptance of the Services and apply the provisions of Articles 34 to 39, without prejudice to any other legal or contractual rights of the Buyer.

13. If tests reveal that the Products or Services do not comply with the Contract, the Supplier shall, without delay, remedy the deficiencies with a view to making the Products or Services compliant with the Contract. New tests shall then be undertaken at the request of the Buyer, unless they are of minor importance.

14. The Supplier shall bear the costs of all tests done at the place of manufacture. Nevertheless, subject to its prior written approval, the Buyer may accept to bear the travel and hotel expenses of its representatives who assist at said tests.

### MODIFICATIONS

15. The Supplier shall not undertake any modification or supplementary work without the prior written approval of the Buyer, which shall define, among other things, the nature and price of the modification or supplementary work.

16. The Supplier shall accept the increases, decreases or modifications of the Contract that the Buyer may request in writing.

17. The Supplier shall, within 8 days at most as from the date of the Buyer's written request, inform the Buyer by registered letter with acknowledgement of receipt of the precise financial, technical or deadline related reservations caused by said request. In the absence thereof, the Buyer's request shall be deemed accepted by the Supplier without any reservations.

18. When the increases, decreases or modifications have an incidence on the price of the Contract, said incidence shall be calculated on the basis of the unit prices defined in the Contract, if appropriate. In the absence thereof, the price of the Contract shall be decomposed so as to isolate the elements that must be taken into account to calculate the financial incidence

### TRANSFER OF TITLE AND RISK

19. Transfer of title shall take place in accordance with generally applicable legal provisions.

20. Notwithstanding the provisions of Article 19, the risks shall transfer at the delivery in the case of sales of Products and at the provisional acceptance in the case of supplies of Services. Until such time, the Supplier shall solely bear all risks related to its supplies, works, materials, equipment, etc. The Supplier alone shall at its cost proceed with all replacements and undertake all repairs,

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notwithstanding any insurance that the Supplier may have subscribed and without prejudice to any recourse that the Supplier may deem useful.

### **DELIVERY, ACCEPTANCE AND WARRANTY**

**21.** The provisional and final acceptance of the Services shall take place on the dates and in accordance with the provisions defined in the Contract when the Buyer is the final customer. When the Supplier acts as the Buyer's sub-contractor, the provisional and final acceptance of the Services shall take place at the same time as the provisional and final acceptance declared by the Buyer's customer

**22.** The Supplier shall, within the deadlines set by the Buyer and to the extent they relate to its performance, undertake all works, repairs and replacements required to remedy the reservations mentioned at the provisional acceptance, during the completion period ("délai de parfait achèvement") or the warranty period defined in the Contract (which shall not be less than two years and which shall, in principle, cover the period from the provisional acceptance until the final acceptance and in any event the warranty period to which the Buyer is held in relation to its own customer) or at the final acceptance. If a defect appears, even after the final acceptance, the Supplier shall repair said defect and its consequences.

In the absence thereof, the Buyer may perform said works or have them performed by a third party at the Supplier's costs.

**23.** Unless provided otherwise in the Contract, all Products shall be delivered "delivered duty paid" (DDP Incoterms® 2010) at the place and the date defined in the Order. In case of delivery of non-conforming or defective Products, the Buyer shall have the right to request (i) the repair or the replacement of the non-conforming or defective Products by the Supplier, (ii) the reimbursement of the purchase price, wholly or partially, taking into account the extent of the non-conformity or the defect or (iii) purchase conforming Products from a third party at the Supplier's cost, without prejudice to any other legal or contractual rights of the Buyer.

### **DEADLINES**

**24.** The deadlines provided in the Contract shall be respected strictly. Delays due to force majeure events must be justified in writing, by registered letter and fax, immediately following the occurrence of the event and in any case no later than four working days thereafter, failing which any demand based on said event shall be null and void. If the performance of the Contract risks being delayed, the Supplier shall inform the Buyer hereof without delay, indicating the reasons for the delay. The Buyer shall then have the right to apply the provisions of Articles 34 to 39.

**25.** If the deadlines defined in the Contract are not respected, the Supplier shall pay, without the need of a prior notice and without prejudice to any other remedies or indemnities, a lump sum indemnity equal to 0.5% of the value of the Contract per calendar day of delay, except where provided otherwise in the Contract. The Buyer shall in any event have the right to claim compensation for the actual damages suffered if proven in accordance with applicable legal standards of proof. Said indemnities shall be deducted from the amounts invoiced by the Supplier.

**26.** If the performance of the Contract is delayed, the Buyer may withhold amounts from the invoices of the Supplier, which shall be reimbursed to the Supplier at the delivery or the acceptance, provided the delay has not caused any damage or cost to the Buyer or to any third party.

### **PRICE AND PAYMENT**

**27.** The price presupposes that the Contract is performed strictly in accordance with its terms (both as regards, for example, the materials and the implementation) and with good practice. The price includes all works related to such performance. In addition, as regards the supply of Services, the price agreed for the Contract, is a relative lump sum price ("forfait relatif"). It is fixed and definitive. As regards the purchase of Products by the Buyer, the agreed price is a price "delivered and duty paid" (DDP Incoterms® 2010) at the place mentioned in the Order, except where provided otherwise in the Contract.

**28.** Purchases of Products by the Buyer shall be invoiced at the earliest at the time of delivery made in accordance with the Contract. The supply of Services shall be invoiced in accordance with the General Conditions Comantec

effective progress of the Supplier's performance, whereby invoices shall be admissible only if the Buyer has added its visa to the invoice as shown by a site report attached to the invoice. The Buyer's visa shall not imply any approval of the performances or supplies that are being invoiced, nor any confirmation that the contents of the invoice are in conformity with the Contract. Progress reports shall reflect the actual progress of the works on site and shall detail, both for materials and hours, the quantities supplied and the unit prices.

**29.** All invoices shall, in addition, be issued in one original and one copy and shall, in general, comply with the terms and conditions of the Contract and with legal requirements, including VAT requirements.

**30.** Invoices issued in accordance with the terms and conditions of the Contract shall be payable by wire transfer to the Supplier's bank account within ninety (90) days following the end of the month in which they are received. The Buyer shall have the right to suspend payment of the invoices of the Supplier if the Buyer is not paid by its customer for the supplies covered by the Supplier's invoices. In addition, the Buyer may withhold amounts from the Supplier's invoices if the Supplier has not provided a bank guarantee, in case of defective works, as penalty and, in general, to cover all costs incurred as a result of any breach by the Supplier in the performance of its contractual obligations (e.g. substitution costs in case the Supplier is in breach and is being replaced) and this regardless of the project or contract to which the invoices of the Supplier relate.

If, based on the previous paragraph, the Supplier has outstanding amounts towards the Buyer and the Buyer has no outstanding amounts towards the Supplier, the Buyer is entitled to request a Belgian affiliated company (within the meaning of Article 11 of the Company Code) with outstanding amounts towards the Supplier, to withhold, in the name and on behalf of the Buyer, the amounts due by the Supplier to the Buyer and to immediately (at the latest within eight days after the withholding) transfer to the Buyer the amounts withheld. Upon such transfer of the amounts withheld by the affiliated company, said amounts are no longer due to the Supplier, who does not owe the same to the Buyer anymore.

**31.** If the Buyer has not paid the Supplier's invoices on the due date, the Supplier shall put the Buyer on notice by registered letter. The Supplier shall be entitled to interests for late payment at an annual rate equal to the reference rate referred to in Article 3.1(d) of Directive 2000/35/EC of 29 June 2002, increased with two points, as from the 15<sup>th</sup> day following the date on which the notice letter was sent. If the Buyer has not paid within 15 days following the above-mentioned notice letter and is not capable of justifying its failure to pay, the Supplier may, one month after having warned the Buyer by means of a new registered letter, suspend the performance of the Contract until payment is received. If three months after the notice letter, the Buyer still fails to pay the amount due without justification, the Supplier shall be entitled to terminate the Contract by registered letter and to request compensation for the losses suffered. The compensation shall not exceed the purchase price. Said notification, in order to be valid, must mention the text of this article and shall be sent, at least in copy, to the registered office of the Buyer, to the attention of its managing director. The termination shall be effective 15 days after notice of termination has been sent and provided the Buyer has not in the mean time paid its invoice or remedied its breach.

### **LIABILITY – INSURANCE – BANK GUARANTEE**

**32.** The Supplier undertakes a duty to achieve a given result ("obligation de résultat") and guarantees that its Products and/or Services are free from any defects in design, materials, manufacture and assembly. The Supplier shall indemnify the Buyer and any third party against any damages caused by its Products and/or Services. The Supplier shall hold the Buyer harmless from any claims and actions instituted against the Buyer on these grounds for as long as the Buyer remains liable.

**33.** The Supplier undertakes to provide insurance certificates that correspond with the obligations and liabilities provided in the Contract and in these General Terms and Conditions. The Supplier undertakes to provide a ten-year insurance certificate when required by the Buyer or when the performance of the Contract takes place in a country where such insurance is legally required (e.g. France).

The Supplier undertakes to provide a first demand bank guarantee amounting to at least 10 % of the Contract value upon receipt of the Order from the Buyer and/or at its first request. The Supplier undertakes in general to provide any other guarantee that the Buyer

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may be held to provide to its own customer, under the same conditions, but in proportion to and in relation with the Supplier's own performance.

### **SUSPENSION - RESILIATION DU CONTRAT**

**34.** The Buyer reserves the right to suspend the performance of the Contract at any time. In such case, the Buyer and the Supplier shall agree on the indemnity to be paid, if appropriate, it being understood that said indemnity shall be limited to the expenses directly caused by said suspension, to the exclusion of any indirect and/or intangible damages including, without limitation, lost profits, if any, of the Supplier.

**35.** The Buyer reserves the right to suspend all payments or to declare the Contract wholly or partially terminated, without any court intervention, if the Supplier is in breach of its contractual obligations and remains in breach 8 days after having received notice to that effect. The Buyer is, however, not required to provide notice in case the Supplier fails to respect an agreed deadline. In such cases, the Supplier shall not only reimburse all advance payments made, but shall also indemnify the Buyer for all direct and indirect damages suffered by the Buyer.

**36.** The Contract shall be suspended automatically or terminated without court intervention and without any formality in case the contract between the Buyer and the latter's customer is suspended or terminated. The suspension or termination of the Contract under these circumstances shall not entitle the Supplier to any compensation, provided the suspension or termination of the contract between the Buyer and its customer was not caused by a personal fault of the Buyer.

**37.** Furthermore, the Buyer reserves the right to declare the Contract terminated without court intervention for its own convenience. The Supplier shall then be entitled to compensation not exceeding the amount of the costs specifically incurred by the Supplier for the Contract up to its termination, less the amount of any advance payments already paid.

**38.** Without prejudice to any other provision of the Contract, the Buyer may, without court intervention, terminate the contract and perform the Contract wholly or partially himself or entrust the performance of the Contract to a third party, at the costs and risks of the Supplier, if the latter does not perform the Contract and/or the partial completion deadlines, does not perform it correctly or is late in performing the Contract.

**39.** In all cases of termination of the Contract or replacement of the Supplier by a third party, the Supplier shall provide to the Buyer or to the third party replacing the Supplier all studies, plans, calculation notes, documents, materials, provisional works or supplies necessary for the performance of the Contract. If the Supplier terminates the Contract, the Buyer shall be entitled to a fixed indemnity amounting to 10 % of the value of the order with a minimum of 10,000 EUR. The Buyer shall in any event have the right to claim compensation for the actual damages suffered if proven in accordance with applicable legal standards of proof.

### **BANKRUPTCY – NETTING CLAUSE**

**40.** In case of bankruptcy, judicial liquidation and/or any similar proceedings entailing a cessation of payments by the Supplier and an inability on its behalf to raise credit, the Buyer shall be entitled to consider this agreement terminated with immediate effect, without prior notice and without any indemnity being due to the Supplier.

**41.** In accordance with the Belgian Act of 15 December 2004 relating to financial collateral and various tax provisions in relation to *in rem* collateral arrangements and loans relating to financial instruments, the Buyer and the Supplier explicitly agree that all their currently existing and future mutual debts shall be deemed to be compensated automatically and ipso jure.

### **FORCE MAJEURE**

**42.** Either party shall have the right to suspend the performance of its obligations under the Contract, to the extent such performance is prevented or made unreasonably onerous as a result of the following circumstances: labor conflicts and any other circumstances outside the control of the parties: fire, war, general mobilization, insurrection, requisition, seizure, embargo, energy restrictions and defects or delays in supplies by sub-contractors caused by such circumstances.

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Any circumstance referred to in this article, whether revealed before or after the Contract was entered into, only gives the right to suspend the performance of the Contract if its effects on the performance of the Contract could not have been foreseen at the time the Contract was entered into.

**43.** Any party that wishes to rely on Force Majeure must, without delay and at the latest within four working days, notify the other party by registered letter and fax of the start and end date of the circumstances qualified as Force Majeure. In such case, the Supplier is not entitled to any indemnity.

**44.** Each party has the right to terminate the Contract by means of a written notification sent to the other party if the performance of the Contract is suspended by virtue of Article 40 for more than six months.

### **SOCIAL AND TAX OBLIGATIONS**

**45.** The Supplier declares that all workers employed by him must be in possession of a valid residence permit and work permit. These permits must be presented at the Buyer's first request.

**46.** The Supplier shall see to it that those workers who are not in possession of valid permits shall be removed from the site and its immediate environment.

**47.** The Supplier shall with respect to all its workers fulfill all tax and social obligations applicable to employers. Whenever required, the Supplier shall furnish proof of strict compliance with its obligations in this respect. This also applies for his social and tax obligations towards the social security and tax authorities in Belgium.

**48.** Without prejudice to any withholdings made pursuant to Article 30bis §3 of the Social Security Law and Article 406 of the Income Tax Code, the Supplier shall indemnify the Buyer for all costs and losses caused by the failure to respect applicable tax and social security obligations.

**49.** The Supplier shall impose the same social and tax obligations on its own sub-contractors and shall see to it that its sub-contractors comply with said obligations. The Supplier shall be liable towards the Buyer if the Supplier's sub-contractors fail to comply with said obligations. The Supplier shall only make use of sub-contractors on the basis of a contractor's agreement and shall not work with personnel seconded by third parties. The Supplier shall a.o. verify whether its sub-contractors are validly registered with the register of legal persons and are up to date with the payment of their social security contributions and comply with their tax obligations.

**50.** If the Supplier does not respect the above principles, the Buyer shall withhold the legally required amounts that are necessary to cover the Supplier's liability. The Buyer shall also have the right to terminate the Contract without court intervention, without prior notice and with immediate effect or perform the Contract wholly or partially itself or entrust the performance of the Contract to a third party, at the costs and risks of the Supplier.

**51.** The Supplier shall be responsible for the maintenance of good order on the site, for taking all precautionary measures in the interest of the security of its personnel and of third parties in the framework of the works and for subscribing all insurance policies of whatever nature (accidents, labor accidents, civil liability, fire, theft, etc.). It is expressly agreed that the Buyer will not assume any liability on these grounds.

### **CORPORATE SOCIAL RESPONSIBILITY (CSR)**

**52.** The Supplier declares to be familiar with the content of the guideline ISO 26000 and to integrate the CSR-principles and core subjects as much as possible in the whole chain of its activities and more in particular in matters related to safety and health, human rights, ethics and environment.

#### Safety and health:

In its internal procedures the Supplier aspires to avoid work accidents and in this respect, it subscribes to a "zero accidents" policy. It shall create a healthy and safe working environment that favors the wellbeing of its personnel members.

#### Human rights:

The Supplier commits itself to develop procedures guaranteeing the respect of human rights, throughout the whole chain of its activities both for itself and for its subcontractors and suppliers.

#### Ethics:

The Supplier commits itself to draft a company policy guaranteeing the respect of ethical standards throughout the whole chain of its

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activities. It also imposes these standards to its subcontractors and suppliers.

### **The environment:**

The Supplier commits itself to organize its own and its subcontractors' and suppliers' business processes in such a way as to reduce any possible negative impact on the environment. This implies more specifically that the Supplier applies the best practices concerning energy consumption, reduction of waste and recycling.

The Supplier commits itself to be constantly watchful in order to identify opportunities that may lead to improvements in the entire business process in the abovementioned matters.

The Buyer is entitled, at all times, to perform audits at the Supplier's premises concerning the application of the CSR-principles in the abovementioned matters.

### **PUBLICITY**

53. The Supplier undertakes to keep confidential the terms and conditions of the Contract, except where necessary for its performance. All communication or publicity relating to the Contract is subject to the Buyer's prior written approval.

### **ASSIGNMENT**

54. The Supplier may not assign, contribute or sub-contract the Contract wholly or partially without the prior written consent of the Buyer. If the Supplier sub-contracts the contract, whether or not to a foreign sub-subcontractor, without the prior written consent of the Buyer, the Supplier shall, for every infraction, automatically have to pay a fixed indemnity to the Buyer amounting to 3 % of the total value of the order placed with the Supplier by the Buyer.

Likewise, the Supplier may not assign its rights under the Contract without having obtained the prior written consent of the Buyer. Subject to informing the Supplier in writing, the Buyer shall have the right at all times to assign or to contribute its rights under the Contract to any affiliated company (within the meaning of Article 11 of the Company Code).

### **NON COMPETITION**

55. Except where agreed otherwise in writing by the Buyer, the Supplier shall during the term of the Contract and for twelve months following its completion refrain from contacting the customer of the Buyer, as well as from performing any other Service or deliver any Product on the place of performance of the Contract.

In case of breach of the provisions of this article, the Supplier shall, without the need of a prior notice and without prejudice to any other sanctions or damages, pay a lump sum indemnity equal to 20 % of the sales price of the relevant Services and/or Products. The Buyer shall retain the right to obtain compensation for its actual damages if proven in accordance with applicable legal standards.

### **GOVERNING LAW AND JURISDICTION**

56. The Contract is governed by Belgian law. In case of any disputes, it is expressly agreed that the courts of the Buyer's registered office shall have exclusive jurisdiction, even for interim measure proceedings.