

GENERAL PURCHASE CONDITIONS

PRELIMINARY PROVISIONS

1. These general terms and conditions of purchase of goods and/or services (in abbreviated form: "General Purchase Conditions") apply to all Contracts entered into between the Purchaser and the Supplier.
2. Should one or more provisions of the Contract (including these General Purchase Conditions) be invalid, this shall not affect the validity of the remaining provisions of the Contract.

DEFINITIONS

3. In these General Purchase Conditions, the terms mentioned below are defined as follows:

Term	Definition
Order	The purchase order (SAP document "Purchase Order") issued by the Purchaser to the Supplier, which has as its object the supply of Goods and/or Services by the Supplier to the Purchaser.
Special Conditions	The conditions included in the Order itself, including any special technical and administrative conditions of the Customer, as well as the other documents attached to the Order.
Services	All services, including – if applicable - subcontracting services, provided by the Supplier to the Purchaser under the Contract.
Goods	Any tangible or intangible goods supplied by the Supplier to the Purchaser under the Contract.
Customer	The Purchaser's direct customer or, if applicable, the end customer.
Purchaser	VINCI Energies Belgium SA, registered in the CBE under no. 0881 526 496, or one of its subsidiaries, which issues the Order to the Supplier.
Supplier	The physical or legal person to whom the Order is issued. Depending on the circumstances, the Supplier may act as a simple seller of Goods, as a supplier of Services (with or without delivery of Goods) or as a subcontractor of the Purchaser (with or without delivery of Goods).
Contract	The contract between the Purchaser and the Supplier for the supply of Goods and/or Services by the Supplier. The Contract includes the Order, as well as its annexes and the other mutually accepted documents, including these General Purchase Conditions and, if applicable, the framework agreement between Purchaser and Supplier. Any general terms and conditions of sales, contracting or supply of the Supplier, shall not form part of the Contract unless expressly accepted by the Purchaser.

PERFORMANCE STANDARDS

4. The Supplier must perform the Contract in accordance with best industry practice, in accordance with the provisions of the Contract and in compliance with all applicable legal and regulatory provisions. The Supplier, in its capacity of specialist, hereby declares that it has received all information to perform the Contract in a timely and compliant manner, including the opportunity to inspect the place of performance.

PRIORITY RULES

5. In case of conflict between different provisions of the Contract, the Special Conditions shall prevail over the General Purchase Conditions and the conditions included in the Order itself shall prevail over the other documents attached to the Order, except for the general and special technical and administrative conditions of the Customer, when the latter impose stricter conditions for the performance of the Order.

INTELLECTUAL PROPERTY

6. All intellectual rights that arise specifically from the performance of the Contract shall be transferred by the Supplier to the Purchaser. The price paid by the Purchaser for the performance of the Contract shall therefore also include the consideration for the transfer of the worldwide intellectual rights and this for the full legal protection period. If such transfer is not legally allowed, the Supplier grants the Purchaser a worldwide, exclusive and irrevocable license to use and further develop the intellectual rights (with the right for the Purchaser to grant sublicenses).
7. The creation and transfer of the intellectual rights referred to in Article 6 may not infringe the intellectual rights of third parties. The Supplier shall indemnify the Purchaser against any third-party claims in the event of such infringement.

INSPECTIONS AND QUALITY

8. The Supplier's Goods and Services must comply with the technical specifications included in the Contract and be suitable for the use for which they are intended.
9. Where provided for in the Special Conditions, the Supplier may only start manufacturing the Goods or performing the Services after the Purchaser has approved in writing the Supplier's studies and materials.
10. The Purchaser, the Customer or any of their appointees shall have access during normal working hours to the premises of the Supplier and its subcontractors or suppliers, as well as to any place where the Contract is being performed in order to monitor the progress of the works. If the Purchaser or Customer wishes to exercise this right, the Purchaser shall inform the Supplier sufficiently in advance.
11. Inspections and tests in workshop or factory relating to the quality and conformity of the Goods or Services shall be at the Supplier's expense. They shall be carried out at the times and in accordance with the terms and conditions indicated in the Contract.
12. The inspections and tests carried out are for the sole purpose of informing the Purchaser. They therefore do not imply acceptance of the Goods or Services delivered or to be delivered by the Supplier.
13. If the inspections and tests referred to in Articles 11 and 12 show that the Goods or Services are defective, the Supplier shall remedy the defects found within a reasonable time and then invite the Purchaser for new inspections or tests.

AMENDMENTS

14. The Purchaser may modify the Order at any time if it has a valid reason to do so, such as, among others, modifications imposed by the Customer or modifications resulting from developments on the site or of the project of which the Contract forms part. The Supplier may only modify the Order with the written consent of the Purchaser. After having been informed by the Purchaser of any modification, the Supplier shall inform the Purchaser within 5 working days of any financial or technical reservations or delays in execution. Failing this, the Supplier shall be deemed to have accepted without reservation the modification notified by the Purchaser.
15. If the modifications affect the price, the parties shall calculate the modified price by applying the unit prices included in the Contract or, as the case may be, any other agreement between the Purchaser and the Supplier. In the absence of unit prices, or if the unit prices are no longer representative because of the changes, the modified price shall be determined after mutual consultation. During the consultation, the Supplier must execute the amended Order if requested by the Purchaser.

DELIVERY, ACCEPTANCE AND TRANSFER OF TITLE AND RISK

16. Transfer of title to the Goods to the Purchaser takes place in accordance with the law.
17. Where the Supplier only supplies Goods, it shall bear the risk of (total and partial) loss until the delivery of conforming Goods. The Supplier shall unload the Goods and deliver them DDP (Incoterms 2020) at the place and date specified in the Contract. If the Supplier delivers non-conforming or defective Goods, the Purchaser may require the Supplier to (i) repair or replace the Goods, (ii) refund their price, or (iii) reimburse the Purchaser for any additional cost of purchasing similar goods from third parties. In making this choice, the Purchaser does not waive any other rights.
18. Where the Supplier acts as a subcontractor of the Purchaser, the provisional acceptance and final acceptance shall coincide with the provisional acceptance and final acceptance authorized by the Customer to the Purchaser. If the Purchaser or the Customer (wholly or partly) refuses delivery, the Supplier shall remedy the Purchaser's or the Customer's comments in a timely manner.
19. If the Supplier is to provide both Goods and Services, the transfer of risk shall take place in accordance with Article 18.

WARRANTY AND GUARANTEE

20. The Supplier declares that the Goods shall function perfectly at least during the warranty period mentioned in the Special Conditions. If no warranty period is specified in the Special Conditions, it amounts to two years and shall in any event last until final acceptance by the Customer of the Purchaser's works incorporating the delivered Goods. The Supplier will only be released from this guarantee in case of misuse of the Goods by the Purchaser or the Customer, or by force majeure. If the Purchaser invokes this Article, the Supplier shall, at the Purchaser's option but without abusing its right, replace or repair the Goods (including bearing the costs of (dis)assembly and (re)installation) within a reasonable period of time and compensate the Purchaser for the damage. The repair or replacement of the Goods under warranty shall give rise to a new warranty period equal to the original warranty period applicable to the repaired or replaced Goods.
21. The Supplier declares that the Services will be performed perfectly. Should a defect nevertheless occur before acceptance (and in any event before final acceptance), the Supplier shall remedy the defect and its consequences. If not, the Purchaser may, without prior judicial authorization and at the Supplier's expense and risk, appoint a third party that will replace the Supplier.
22. The warranty obligations of the Supplier are without prejudice to the Supplier's other obligations after delivery or acceptance (such as liability for hidden defects).

DEADLINES

23. Since the deadlines specified in the Order are essential terms for the Purchaser, the Supplier must timely notify and explain any delay to the Purchaser, as well as indicate when it will deliver the Goods or perform the Services. The Purchaser's compliance with this obligation shall not affect the Purchaser's other rights in case of late performance of the Contract.
24. If he fails to comply with the deadlines set out in the Order, the Supplier must, without the Purchaser having to provide prior notice and without losing the right to claim higher actual damages from the Supplier (such as the damages that the Customer would impose on the Purchaser), pay damages amounting to 0.5% of the amount of the Order per calendar day of delay with a maximum of 15% of the amount of the Order. The Purchaser may deduct these damages from the amounts invoiced by the Supplier.

PRICE AND PAYMENT

25. The price to be paid by Purchaser covers the complete performance of the Order, including all supplies which, even if not expressly mentioned in the Order, are necessary to achieve a usable and safe result. The price is fixed and not subject to revision, except when expressly provided otherwise in the Contract.
26. The Supplier may invoice the Goods at the earliest at the time of their compliant delivery.
27. The Supplier may invoice Services in line with the progress of the Services delivered, provided that the Purchaser has previously issued an invoicing certificate. To this end, the Supplier shall provide the Purchaser with details of the material and work delivered, as well as the quantities used and the unit prices (whether or not expressed as a percentage).
28. The Purchaser must pay the Supplier's invoices within the payment term agreed in the Order or within the maximum legally permissible payment term if shorter than the agreed term. In any case, payment does not imply that the Purchaser has (partially) accepted the Goods or Services.
29. If the Purchaser fails to pay on time, the Supplier must send him a notice of default by registered letter. The Supplier will be entitled to interest for late payment at the reference rate mentioned in Article 2.7(a) of Directive 2011/7/EU increased with two points. The Supplier hereby waives any liquidated damages clause aiming to compensate damage caused by late payment, as the late payment interests are deemed to compensate such damage in full.
30. If the Purchaser does not pay within 15 days following receipt of the notice of default, the Supplier may, at the earliest 48 hours after notifying the Purchaser in writing, suspend performance of the Order until payment is received.

LIABILITY - INSURANCE - BANK GUARANTEE

31. The Supplier commits to a specific result and warrants that the Goods or Services are free from any defect. As a result, the Supplier must compensate all damage of any kind to or caused by such Goods or Services, as well as all damage resulting from the non-performance of its obligations under the Contract, both to the Purchaser and to any third party suffering damage.
32. The Supplier must submit insurance certificates proving that the Supplier is adequately insured for the risks and potential liabilities arising from the performance of the Order.
33. For Orders of €250,000.00 or more, the Supplier must, at Purchaser's request, provide a "first demand" bank guarantee in an amount not less than 10% of the amount of the Order.

SUSPENSION - TERMINATION OF THE CONTRACT

34. The Purchaser may suspend performance of the Contract at any time without default by the Supplier. Upon such suspension, the Supplier may seek compensation limited to the costs directly caused by the suspension (excluding all indirect or intangible damages (including loss of profits)).
35. The Purchaser may suspend payments and/or (partially) rescind the Contract if the Supplier fails to fulfil its obligations after a notice of default has remained without effect for eight calendar days from its dispatch. In the notice of default, the Purchaser may request additional security for the correct/timely performance of the Contract. Since the deadlines for performance are essential obligations, the Purchaser does not have to send a notice of default if they are exceeded, in which case it is entitled to suspend payments and/or (partially) rescind the Contract without prior notice of default.
36. The Contract is automatically suspended or terminated if the Customer suspends or terminates its agreement with the Purchaser. In such case, the Purchaser does not have to pay any compensation to the Supplier, unless the suspension or termination occurred as a result of a default by the Purchaser or when the Purchaser is effectively compensated by the Customer, in which case the Supplier is entitled to a proportionate share of such compensation.
37. The Purchaser may terminate the Contract at any time without default by the Supplier. In such case, the Purchaser shall pay the Supplier compensation equal to the price of the Goods/Services already delivered/performed by the Supplier at the time of termination, increased with a reasonable profit percentage.
38. Upon termination of the Contract, the Supplier shall transfer to the Purchaser or to the substituting third party all documents and materials necessary for the performance of the Contract.

BANKRUPTCY

39. In case of bankruptcy, judicial liquidation and/or any similar proceedings giving rise to cessation of payment and the wavering of credit on the part of the Supplier, the Purchaser may terminate the Contract without notice and without compensation.

FORCE MAJEURE AND CHANGE OF CIRCUMSTANCES

40. Either party may suspend the Contract to the extent that its performance becomes impossible due to unforeseen circumstances beyond the control of the party invoking it such as, inter alia, general industrial disputes (i.e. not merely at the Supplier's premises), fire, war, general mobilization, riot, public requisitioning, seizure and embargo.
41. The party claiming force majeure must notify the other party in writing no later than four working days after the occurrence of force majeure.
42. If the Contract has been suspended for more than six months, either party may terminate it without notice and without compensation.
43. Both parties waive the right to invoke changes of circumstances as referred to in Article 5.74 of the Belgian Civil Code.

SOCIAL, TAX AND SECURITY-RELATED OBLIGATIONS

44. The Supplier declares that all employees employed by it have valid residence and work permits. These permits shall be presented at the Purchaser's simple request.
45. The Supplier must ensure that employees who do not have valid permits are immediately removed from the site and the immediate vicinity of the site.
46. With respect to its employees, the Supplier shall comply with all tax, social and labor law obligations applicable to employers, including (if applicable) the Limosa declaration and having an A1 document. When required, the Supplier shall provide proof of compliance with his obligations in this regard. The same applies to his tax or social security obligations towards the tax and social security authorities in Belgium.
47. In addition to the deductions based on Articles 30bis §3 of the Social Security Act and 406 ITC, the Supplier shall be obliged to compensate the Purchaser for all costs and damages caused by the failure to comply with its tax, social or labor law obligations.
48. The Supplier shall impose the same social, tax and labor law obligations on its own subcontractors and shall monitor the compliance by its subcontractors with these obligations. The Supplier shall be liable to the Purchaser for the compliance of its subcontractors with these obligations. The Supplier shall only use subcontractors by entering into a service contract and shall ensure that it does not work with personnel that is put at its disposal. Among other things, the Supplier shall verify that its subcontractors are validly registered in the register of legal entities and that they comply with their obligation to pay social security contributions and taxes.
49. If the above guidelines are not respected by the Supplier, the Purchaser shall be entitled to make deductions from the payments in order to cover the Supplier's liability. The Purchaser shall also be entitled to terminate the Contract by operation of law, without prior notice of default and with immediate effect, as well as to perform the Contract itself, in whole or in part, or to have it executed by a third party at the expense and risk of the Supplier.
50. The Supplier is responsible for maintaining order on the site and for taking all precautions in the interests of his personnel and third parties in the context of the provision of the Services. The Supplier shall take out all insurance at its expense (industrial accidents, civil liability, etc.). It is expressly agreed that the Purchaser shall not be liable on these grounds.

51. The Supplier certifies that its employees and any subcontractors for the Services to be provided for the Purchaser have received appropriate training and instructions. In addition, the Supplier undertakes to comply with the obligations relating to the welfare of its employees specific to the Services to be provided, as well as those relating to health and safety on temporary or mobile construction sites. If the Supplier fails to fulfil its obligations, the Purchaser may himself take the necessary measures at the Supplier's expense. The Supplier must also include this clause in any agreements with its own subcontractors.

CORPORATE SOCIAL RESPONSIBILITY (CSR) AND LEGAL COMPLIANCE

52. The corporate social responsibility principles of the VINCI Group to which the Purchaser belongs are set out in a set of policy documents available on VINCI's website (www.vinci.com) or available from the Purchaser upon simple request, including the Manifesto Together, the Code of Ethics and Conduct, the Code of Conduct against Corruption and the Code on Social and Human Rights (collectively the "VINCI Values"). The Supplier subscribes to the VINCI Values.

53. The Supplier undertakes (i) to comply with all applicable legal and regulatory provisions, including those relating to protection of human rights and fundamental freedoms, anti-corruption, free and fair competition and environmental protection, in all countries in which it operates, (ii) to introduce and maintain its own policies and procedures necessary to ensure compliance with such legal and regulatory provisions, not only by its personnel but also by its suppliers and subcontractors (and their suppliers and subcontractors) and (iii) to respect the VINCI Values in the performance of the Contract.

54. In order to verify the Supplier's compliance with the provisions of this chapter, the Supplier shall, upon request, provide the Purchaser or any third party appointed by the Purchaser with the necessary information and documents, as well as grant access to its premises. The Supplier shall also promptly notify the Purchaser of any breach of the provisions of this chapter by himself, his personnel or any of his suppliers or subcontractors.

55. In performing the Contract, the Supplier shall strictly comply with all national, supranational and international sanctions, embargoes and import, trade or export restrictions (collectively "Sanctions"). If Sanctions hinder the performance of the Contract, it shall be automatically suspended and the Purchaser shall have the right to terminate it with immediate effect and without compensation.

TRANSFER

56. The Supplier may not assign, transfer or subcontract all or part of the Contract without the Purchaser's consent. For each breach of this obligation, the Supplier shall owe a lump sum indemnity of €1,000 to cover the Purchaser's administrative costs.

NON-COMPETE

57. During the term of the Contract and for two months after its termination, the Supplier may not contact the Customer for the provision of Goods or Services, nor provide Goods or Services at the place of performance of the Contract.

58. In case of breach of Article 57, the Supplier shall be liable to pay liquidated damages equal to 20% of the sale price of the Services or Goods concerned.

GOVERNING LAW AND JURISDICTION

59. The courts of the Purchaser's registered office shall have exclusive jurisdiction to hear any claim, regardless of its legal basis, arising out of or in connection with the Contract. Belgian law (excluding the Vienna Sales Convention) applies to the Contract.