

GENERAL TERMS AND CONDITIONS

1. **Introduction**
 - 1.1. **Definitions** : In the following terms and conditions, the SPIE Belgium limited company shall be known by the name of "SPIE".
 - 1.2. **Applicable clauses** : Only the general terms and conditions below shall have the force of law, to the exclusion of all other conditions, correspondence or other document.
 - 1.3. **Amendments** : Any amendment or addition shall only be valid following the written and unequivocal agreement of the other party.
2. **Finalisation of the agreement**
 - 2.1. **Contract** : The agreement shall be finalised when SPIE, following receipt of an order, has sent the client written confirmation, where appropriate within the deadline set by the client.
 - 2.2. **Duration, validity of the offer** : If SPIE has included a period of validity in its offer, the contract shall be valid if the order is placed within this period and on condition that this order contains no new elements.
3. **Conditions of work** : Unless stipulated otherwise in the offer, the company's prices assume that the following working conditions will be satisfied :
 - a) the work is not to be carried out in dangerous or insalubrious locations. This means, among other things, that the working areas and/or premises contain no asbestos.
 - b) the work shall be undertaken during normal working hours and on normal working days.Should these conditions not be satisfied or observed, SPIE reserves the right to adjust its prices.
4. **Cost**
 - 4.1. **Setting** : All prices are exclusive of VAT and based on the current economic conditions at the time of submission of the offer.
 - 4.2. **Revision** : Prices shall be revised on the basis of the revision formula stated in the offer.
5. **Payment**
 - 5.1. Payments shall be made under the conditions indicated in the offer.
 - 5.2. **Default - payment delay**
 - a) The provisions of the law of 2 August 2002 on combating late payments in business transactions shall apply in case of delayed payment.
 - b) Penalty clause : In case of failure to pay by the due date, the client shall be liable, as of right and without notice, to a contractual fine payable to SPIE of 15 % of the amount of the outstanding invoice.
 - c) SPIE has the right to suspend its obligations until such time as the outstanding invoices have been paid.
6. **Time for completion**
 - 6.1. Only the implementing deadlines given in the offer shall be valid.
 - 6.2. **Delay in implementation** : If the contractual deadline for completion is disturbed or interrupted beyond SPIE's control or due to the client and/or a third party, said deadline shall automatically be extended by the duration of the interruption or suspension and SPIE shall have the right, should it so wish, to claim for compensation.
 - 6.3. **Fines and penalties** : Should fines and/or penalties be provided, the cumulative total of these shall, under no circumstances, exceed 5 % of the initial value of the contract. The possible application of fines and/or penalties shall, moreover, constitute the single and only form of compensation for the beneficiary in relation to the events that gave rise to the application of said fine or penalty.
7. **Acceptance**
 - 7.1. **Provisional acceptance**
 - 7.1.1. Provisional acceptance of all of the works, or part thereof when this has been agreed, shall be when these are fully completed regardless of possible small remarks. SPIE will ask the ordering party for provisional acceptance in writing. This latter shall respond within 15 days. Failing a response within this time, provisional acceptance shall be tacitly given.
 - 7.1.2. Consequences of provisional acceptance :
 - Approval of the work and the exclusion of any recourse for obvious defects.
 - Start, provided the legal conditions are satisfied, of the ten-year liability period (Arts. 1792 and 2270 of the Civil Code).
 - Release of half of the bank guarantee.
 - 7.1.3. **Refusal by the ordering party** : A possible refusal to accept the work on the part of the ordering party must be communicated in writing, with reasons, to SPIE within 15 days of the request for acceptance.
 - 7.1.4. **Taking possession of the works prior to acceptance** : When the ordering party takes possession or occupies, in whole or in part, the works prior to provisional acceptance, he will be assumed to have accepted the works. The guarantee period shall commence as of that date.
 - 7.2. **Final acceptance**
 - 7.2.1. Unless stipulated otherwise in the specific conditions, final acceptance shall take place 1 year after provisional acceptance. SPIE will request final acceptance in writing from the ordering party and will ask him to respond to this request within 15 days of receipt of same. Acceptance shall release the balance of the bank guarantee or balance of the amounts retained by the ordering party by way of security or guarantee. If the ordering party does not respond within the deadline, final approval shall be tacitly given.
 - 7.2.3. **Client refusal**
 - §1. A possible refusal by the ordering party to agree to accept the works must be communicated to SPIE, with reasons, within 15 days.
 - §2. Should the ordering party refuse the works, this latter may under no circumstances complete the works, nor have the works completed or repaired, without notifying SPIE by registered post with a response deadline of at least one month. Failing this formality, SPIE shall have the right to decline all liability for possible damaging consequences.

This English translation is for information purposes only, the original French text remaining the legally binding document.

8. Guarantee

- 8.1. Principle :** SPIE undertakes to repair defects that may result from its services, under the following conditions.
- 8.2. Duration :** This undertaking relates only to defects that may appear during the guarantee period: this is a one-year period as from provisional acceptance or occupation or taking of possession.
- 8.3. Extent of the guarantee :** The guarantee shall be limited to replacing or repairing the defective part.
- 8.4. Client obligation s:** In order to benefit from the guarantee, the ordering party must inform SPIE of the defect in writing, within 15 days of noting it, or forfeit this right. He will also authorise SPIE to intervene to assess and repair the defects.
- 8.5. Limits to the guarantee :** SPIE's guarantee obligations shall not be applicable when the defect is the result of the ordering party's materials or a design error on the part of the ordering party.
SPIE's guarantee obligations shall relate only to defects that may arise in the context of normal operating conditions and in the normal use of the product. It shall not apply to defects caused by bad maintenance on the part of the ordering party, repairs or interventions made without the explicit written agreement of SPIE or normal wear and tear.

9. Liability - ownership and risks

- 9.1. Ownership rights :** Unless otherwise agreed, the ordering party shall take ownership of the materials and/or works successively as the materials are incorporated or as the works progress.
- 9.2. Risks :** In case of damage arising either before occupation or taking possession of a part or all of the works or prior to provisional acceptance of the works, liability shall be divided as follows:
- a) SPIE shall assume all loss or damage to the product or materials delivered prior to transfer of ownership unless the loss or damage is caused by fault of the ordering party or by an external cause.
 - b) SPIE shall assume no liability for loss or damage to the product or the materials delivered arising after the transfer of ownership, except when this loss or damage is due to SPIE's fault.
- 9.3. Client's goods :** With regard to the goods or property of the ordering party, other than the works, SPIE will compensate any damage that is its responsibility on the basis of common law.
- 9.4. Hidden defects :** SPIE's liability for hidden defects shall last no longer than three years as from the date of provisional acceptance. The ordering party shall inform SPIE in writing of the existence of any hidden defect within 30 days of becoming aware of this hidden defect, or forfeit this right.
- 9.5 Third party damage :** SPIE's liability for damage caused to third parties shall be governed by common law.
- 9.6. Indirect damage :** SPIE shall under no circumstances, whatever the cause, be liable for indirect or immaterial damages or losses (e.g. loss of production, loss of product, downtime costs, loss of profit, loss of income, etc.) that could result from its works. The ordering party shall hold harmless SPIE for this damage.

10. Insurance

- 10.1 SPIE shall, for its part, take out the following policies :**
- Workmen's Compensation Policy, in line with legal requirements.
 - Operational/Product Liability third party liability insurance for an amount of 2,500,000 €/occurrence (and per year for the Operational/Product Liability guarantee) covering its extra-contractual liability for material damage and bodily injury. This policy shall include the coverage "Goods under Care and Custody" warranty.
- 10.2** Beyond the insured amount indicated above, the ordering party shall abandon all recourse, in his name and that of his insurers and contractors, against the SPIE group, its representatives, employees and/or insurers.
- 10.3** SPIE reserves the right to pass on the cost of any additional insurance cover that the ordering party may desire.

11. Force majeure

- 11.1. Definition :** All external circumstances beyond the parties' control and which prevent execution of the contract are considered force majeure such as, for example, industrial conflict, strike, fire, explosion, serious accident, mobilisation, requisition, revolt, war, etc.
- 11.2. Proof :** The party wishing to invoke force majeure shall immediately inform the other party in writing and inform him of the start, probable duration and end of the situation of force majeure. He will also provide a description of the force majeure.
The parties shall take all reasonable measures to limit the situation of force majeure.
- 11.3. Consequences :** Each case of force majeure shall lead to the suspension of obligations during said period without the parties being able to claim compensation from each other.
If a situation of force majeure should last more than 90 days and if the parties, having together studied the situation, do not come to an agreement, either party may terminate the uncompleted works by means of written communication, without notice.
Should the contract be terminated, the ordering party shall pay SPIE for works already executed as of the moment of termination.

12. Cancellation

The parties may call for extrajudicial cancellation in the following cases and after informing the other party by registered letter : bankruptcy, dissolution, judicial reorganisation of the other party.

13. Applicable law and competent courts

- 13.1. Applicable law :** This agreement is subject to Belgian law.
- 13.2. Courts :** The Brussels courts shall have sole competence over all disagreements between the parties.