

General Terms and Conditions of Performance

1. Scope of application and terminology

1.1. The present Terms and Conditions govern all Orders for works or services placed by SPIE Belgium, its branch offices and its subsidiaries and, when these companies are pen-holders thereof, the joint ventures and consortiums they are party to (hereinafter referred to as the 'Order').

1.2. The principal is designated as the 'Company' and the party whom the Order is addressed to as the 'Contractor'. When the Order relates to the performance of works assigned to the Company by a third party (hereinafter referred to as the 'Client'), the Contractor shall take on the capacity of subcontractor. The Order of the Client to the Company shall be referred to as the 'Main Contract'.

1.3. When the Order covers goods as well as works, the Order shall be governed both by the present General Terms and Conditions of Performance and by the Company's General Terms and Conditions of Purchase. In all cases, the Order shall continue to remain a works contract.

1.4. The place of performance of the Order shall be designated as the 'Site'.

2. Conditions governing the Order

2.1. The Order is governed by the terms and conditions that are recorded either in an order form addressed to Contractor, or in a contract signed by the two parties. In addition, all Orders are governed by the present General Terms and Conditions insofar the terms and conditions recorded either in the order form addressed to Contractor, or in the contract signed by the two parties do not deviate thereof. The order form or the contract and the present General Terms and Conditions combine to make up an indivisible whole.

2.2. If the Order concerns a subcontract, the technical and administrative requirements of the Main Contract and its annexes shall equally apply thereto. In such cases, the Order shall be performed in compliance with all the technical clauses governing the Main Contract (with the inclusion of the plans, documents, guarantee obligations and service performance requirements, etc.) as well as the administrative, general and specific clauses governing the Main Contract, with the sole exception of the provisions that are specific to the Main Contract, such as the prices and sureties. Unless otherwise specified, the penalties stated in the Main Contract in percentage rates of the price shall be calculated over the price of the Order. The Contractor is deemed to be fully aware of the clauses of the Main Contract, having been in a position to examine said clauses and to have duly taken these into account in compiling his offer. He hereby discharges the Company from reproducing said clauses in the Order.

2.3. In case of a contradiction between the terms as recorded in the order form or the contract and the present General Terms and Conditions, the order form or the contract shall prevail over the present General Terms and Conditions, and the entirety of these terms shall prevail over the terms and conditions of the Main Contract.

2.4. All Orders shall be performed in compliance with the applicable technical standards as published by the IBN as well as with due regard to the best practices and the latest state of the art.

2.5. The Order is governed by Belgian law. However, if the Order is to be performed abroad, the local statutory and regulatory provisions shall equally apply, without prejudice to the above.

2.6. All Orders shall be established exclusively in compliance with the aforesaid terms and conditions, to the exclusion of the General or Specific Terms and Conditions of the Contractor, even if the latter's terms and conditions stipulate that they alone apply, the Contractor shall be deemed to waive any such application. If the Order mentions or references an offer from the Contractor, any such reference shall merely serve an indicative purpose and not alter the hierarchy of the terms and conditions as defined above.

3. Formation of the Order

3.1. All Orders and any amendments thereto must be drawn up in writing, duly signed by the Company's authorised representatives. The Company shall acknowledge no verbal orders.

3.2. If the Order is placed using a Company order form, the Company shall not be bound by any such order until after it has received the acknowledgement of delivery of the order form that has been duly and unreservedly signed for approval and acceptance by the Contractor. Said acknowledgement automatically extends to include the annexes specified in the order form or the documents attached thereto. The late return of the acknowledgement of delivery shall have no impact on the lead times. The failure of the Company to respond to the reservations expressed in the acknowledgement of delivery of the Order may not be interpreted as a tacit agreement to any such reservations on his part. It is incumbent on the Contractor to obtain the Company's express agreement over said reservations. Any reservations are to be served on the Company in writing within eight days after the order form was sent. Any such reservations must be explicit and detailed. The remarks put forward in the form of an 'order confirmation' referring to the terms and conditions of the Contractor or of the global referral thereto shall be considered null and void. Beyond this time limit, the Order shall be considered to have been unreservedly accepted.

3.3. If performance of the Order were to be embarked upon before the Company is in possession of the acknowledgement of delivery, for example in the way of an invoice or a service performance, the Contractor shall be deemed to have irrefutably tacitly accepted the provisions of the order form in their entirety.

3.4. These terms and conditions as well as the Terms and Conditions of Purchase are available to be consulted on the Company's website. As such, the Contractor is deemed to be fully aware thereof and to have taken these into account in compiling his offer.

3.5. The Contractor warrants the Company that on the date of establishment of the Order :

- he does not in any way find himself in a situation of exclusion as provided for by the regulations on public procurement contracts if these should apply or the specifications governing the Main Contract;
- he holds all authorisations, approvals and clearances necessary to enable him to perform the Order;
- he has no tax debts or debts with the social security institutions or the Inland Revenue Service as a result of which joint and several liability might exist on his part or a withholding duty might be imposed on him by law and he knows of no reasons which would see any such debts arise and remain unpaid in the future;
- he is not involved into any legal dispute likely to have a negative impact on the circumstances of the performance of the Main Contract and/of the Order;
- he is not involved into any which arrangement or other concerted practice that is likely to have a negative impact on the competitive bidding and the terms and conditions of the Order, including the price;
- he is not in any way being prosecuted for reasons of alleged failure to observe applicable health & safety and hygiene regulations vis-à-vis his employees.

He undertakes to maintain this situation throughout the entire duration of the Order.

4. Subject of the Order

The services that are the subject of the Order are described in the order form or the contract. The Order covers all goods and works stipulated therein as well as all goods and works directly or indirectly relating thereto, even if these have not been expressly specified, so as to ensure the consummate performance of the Order and for the performance of the subject of the Order, if it relates to a good/property to be installed or implemented, either ready to be used, including all necessary or useful appurtenances, in compliance with its intended purpose and ready for optimum operation. The Contractor shall put in place all necessary steps to ensure the above which stands as an obligation to achieve a given result. He guarantees due conformity of the services rendered by him with the requirements set out in the Main Contract.

5. Representation of the Contractor on Site

If the performance of the Order requires the on-Site presence of a team of workers of the Contractor, the latter shall assign a member of his staff who will be charged with the co-ordination of the works (hereinafter referred to as he **'Principal Agent'**). The Principal Agent shall be authorised to receive all notices relating to the site policy on behalf of the Contractor. He shall exercise the authority of the Contractor and the supervision over all other agents of the Contractor and all persons acting on the latter's behalf, including the Contractor's subcontractors. Contractor

6. Contractor's employees

6.1. For the purpose of the performance of the Order, the Contractor undertakes to select and only use employees who have the appropriate qualifications and aptitudes required for the type of works to be performed. Any staff turnover at the Site that could harm the appropriate performance of the Order is prohibited, unless motivated and prior approval from the Company.

6.2. The Contractor employees shall perform the assignment under the management, the authority and the supervision of the sole Contractor, remaining entirely subordinate to the latter, without any subordinate relation to the Company.

6.3. The Company's representatives shall be authorised to issue the Contractor with technical directions or instructions in the area of hygiene, health & safety and site policy without the Contractor considering this as a substitution of his responsibilities as a business owner or as an employer.

6.4. The Contractor shall enter into the necessary insurances in compliance with the legal requirements to cover his employees against accidents (see art. 15).

6.5. The Company reserves the right at any point in time and specifically upon receipt of a complaint filed by an agent of the Contractor, to suspend payments until the Company has been given due assurance, through the presentation of the relevant social security documents, that the remuneration owed to the Contractor employees, as well as the social security contributions and the advance tax payments relating thereto, have been remitted in good order on a regular basis.

6.6. The Contractor can be put in default by the Company at all times for:

- the lack of appropriate qualifications held by the employees deployed;
- the repeated errors by an agent in the performance of his duties;
- the conduct of an agent deemed harmful to the good relations between the parties present at the Site;
- the unjustified change of staff assigned to perform the Order.

6.7. In such an event, the Contractor undertakes to remedy the aforementioned facts and to immediately replace the agent(s) concerned by (an) agent(s) holding the required qualifications. If the Order is remunerated on the basis of the amount of time performed, he hereby accepts he will not be remunerated for the services performed by or for the amount of time performed by said agent(s)

who have been replaced since the first working day after the complaint was sent. By way of exception to the above rule, the Company may demand the immediate withdrawal and non-billing of an agent of the Contractor in serious and/or urgent cases such as for reasons of serious breach of the health & safety and hygiene regulations, unacceptable conduct, etc. without the Company being required to justify itself for any such demand..

6.8. The Contractor agents shall carry a valid identity card. In addition, they shall carry a valid social security identity card and a valid work permit if said documents are required by law or under the specifications governing the Order. If required, they shall also carry a valid intra-European secondment certificate as well as a copy of the Limosa statement. The Contractor shall provide the Company with a copy of said certificates on the first working day of the worker concerned at the Site.

6.9. The above provisions also apply to the staff of the subcontractors whose services have been commissioned by the Contractor. The latter shall make sure, at his own responsibility, that these provisions are duly observed by said subcontractors and their staff.

6.10. Unless expressly exempted from this requirement, the Contractor shall provide the Company on the day of its arrival on-Site and according to the terms that will be communicated to him, with a list of his employees and, where applicable, of the employees of his subcontractors who shall be present at the Site on that day. He shall hand over a supplementary list if workers arrive at the Site during the course of the day. When requested to do so, he shall also present the Company with the works sheets, to be validated by the Company, specifying the works performed over such and such a time period as specified in the Order and the identity as well as the time-sheets of the workers.

7. Health & safety and accident prevention

7.1. The following shall apply to the Order to the full extent:

- all of the statutory and regulatory requirements in the area of health & safety, hygiene and the welfare of workers, the work equipment and the personal and collective protective equipment.
- the specific health & safety provisions imposed by the Client and, where applicable, by the Health & Safety Officers assigned by him or the project managers of the Site.
- the specific health & safety provisions imposed by the Company, with specific reference to those included in his Health & Safety Plan for the Site ("**HSP**") or communicated by the Company's Health & Safety Manager or Site Manager.

The Contractor undertakes to act in compliance with the above rules and to guarantee compliance therewith by his staff and his subcontractors.

7.2. The risks resulting from the Company's activities to the health & safety of the workers of the external companies are specified in the HSP that is to be established for the Site. Said plan, a copy of which shall be provided on request, shall be available on-Site where all supplementary information shall be kept on for the benefit of the Contractor.

7.3. In case no HSP has been established, the Contractor shall compulsorily get in touch with the Company's Health & Safety Manager or Site Manager before commencement of the works in order to obtain from them all relevant information.

7.4. Before commencement of the works, and normally speaking at least eight days before works start, the Contractor shall provide the Site Manager with every useful information to enable due assessment of the risks involved in his activities to the health & safety of his staff, the Company's staff and the staff of any third parties.

7.5. This information is to specifically detail:

- the risks specific to the
- Contractor activities;
- the human and material resources to be deployed by the latter;

- the precautions he will be putting in place so as to comply with the health & safety provisions set out above;
- the identity of the Health & Safety Manager on-Site and the prevention advisor.

7.6. This information is to be presented in writing. For Sites of very short duration and with low manpower deployment, or for urgent interventions, the information may be communicated face to face and on-Site registered.

7.7. For interventions of an identical technical nature, only a single description note detailing the risks and precautions is to be provided to or reference may be made to an HSP that was previously communicated for a different Site, without such forbearance exempting the Contractor from the duty to assess the risks specific to the Site concerned on a case-by-case basis.

7.8. The Contractor shall inform the Company without delay of any new elements he is aware of and which are likely to impact on health & safety and hygiene during the performance of his assignment. He shall lend his active collaboration to the required co-ordination if several companies are concurrently operating at the same Site.

7.9. Before commencement of the Works, the Contractor shall be required to be fully aware of the statutory health & safety regulations and obligations and/or specific regulations and obligations as included or referenced in the Health & Safety Plans. He undertakes to act in compliance and to guarantee due compliance therewith by his workers and his subcontractors, if any.

7.10. In response to the Company's request, he shall confirm the above in writing and may be invited to declare on his honour that he has received the appropriate health & safety and hygiene training and furnished likewise to his workers and to never have been prosecuted for reasons of failure to observe applicable health & safety and hygiene regulations vis-à-vis his employees.

7.11. The Contractor shall assign a Health & Safety Manager, duly authorised to receive all health & safety instructions and to guarantee due compliance therewith by the staff seconded on-Site by himself or his subcontractors, if any. The identity of said manager is to be communicated to the Site Manager. Failing such communication, the Principal Agent shall assume the health & safety-related duties and responsibilities for all of the Contractor's employees and those of his subcontractors, if any.

7.12. In the event the Contractor fails to comply with these obligations, the Company shall be entitled, and after a prior notice of default was ineffective, to put in place all appropriate measures to re-establish the required hygienic and health & safety conditions and to automatically put in place all and any other measures at the expenses of the Contractor. In urgent situations or in case of grave danger, the prior notice of default shall be replaced by an announcement as soon as possible. The Company shall be entitled to exclude the workers of the Contractor and those of his subcontractors, if any, who fail to act in compliance with the health & safety requirements and to deny them access to the Site. The application by the Company of this option does not absolve the Contractor from his obligations.

7.13. In the event several companies are operating on Site at the same time as the Contractor, it shall be incumbent on the latter :

- to collaborate with these companies to put in place provisions in the area of health & safety and hygiene;
- to coordinate his activities with these companies with a view to the prevention and protection of occupational risks and accidents;
- to concert with said companies on these risks and to inform their respective workers thereof.

7.14. The Contractor shall be required to act in compliance with all measures put in place by the Health & Safety Officers in conformity with the statutory provisions relating to temporary and mobile Sites.

7.15. The Company reserves the right to charge the Contractor, at the market price, for all individual health & safety implements and

equipment made available to the Contractor's employees or those of his subcontractors due to their failing.

7.16. All vehicles, machines and equipment subject to technical inspections by a notified body and used at the Site by the Contractor shall carry the compliant certificates and be equipped with the required health & safety appurtenances (including directional warning lights and a Nader bell sound signal where applicable).

7.17. The Contractor who calls on the services of a subcontractor for the performance of the Order undertakes to include in his contract with said subcontractor provisions that are analogous with the above clauses and to warrant compliance therewith by any such subcontractors.

8. Specific provisions covering secondments

8.1 The Contractor who is seeking to use an employee to perform an Order in Belgium who is to be seconded within the meaning of the law, is under obligation to submit the statement of such a secondment on Site by e-mail at the website <http://www.limosabe.be/> (hereinafter referred to as the 'Limosa statement') preceding to the employment, in conformity with the applicable laws and regulations.

8.2 The same duty rests on all persons without permanent residence in Belgium and who provide services in Belgium as self-employed workers for account of the Company.

8.3 In the above cases, the Contractor shall be required to immediately renew the statement or to make such a statement as soon as he deems that the statement made previously no longer reflects the true state of events (for example if the scheduled duration is exceeded or if there is a change in the place of performance) and/or that the conditions of the exemption are no longer met, all of which in such a way that the Limosa statement is truthful and valid upon the expiry of these circumstances.

8.4 At the latest upon his arrival at the Site, the seconded or self-employed worker intended above is to present the Company (at the place to be specified by the latter or, in default thereof, to the Site's administrative manager) with the acknowledgement of delivery of the Limosa statement relating to the service he will be providing and hand over the Company a copy of this acknowledgement of delivery as well as a copy of his identity card or any other document establishing his identity. Said copies shall be kept on file by the Company.

8.5 The Company shall be entitled to deny any person access to the Site. For whom the Company may reasonably presume a Limosa statement to be required and who is unable to produce the documents intended or who is unable to vindicate that he finds himself in one of the excepted circumstances listed by law. The Company shall be entitled to act likewise vis-à-vis all persons for whom the time period covered by a Limosa statement has expired or for whom the conditions of exemption have ceased to be met.

8.6 The same obligations shall apply in the event the Contractor were to subcontract the Order in full or in part (regardless of whether or not subcontracting has been authorised) to a subcontractor who is intending to employ a seconded worker. In this case, it shall be incumbent on the Contractor to collect and provide the Company with the records of proof intended above himself and for the Contractor to jointly comply with his subcontractor vis-à-vis the Company with all obligations arising from the regulations and the present document.

8.7 If such access is denied, the hours lost by the Contractor and the travel expenses involved shall not be chargeable and shall not be paid by the Company. In addition, the Contractor shall compensate the Company for all and any loss and consequences of this situation on the planning and Site productivity.

8.8 Without being bound thereto, the Company shall (if it is authorised to do so) be permitted to make the Limosa statement in the place and instead of the Contractor. The fact that the Company has previously signalled the non -presentation of a -1 Limosa document Limosa -1 to the authorities shall not prohibit him to deny access to the Site.

8.9 Any Contractor found to be in default of performing one of the above obligations shall owe the Company automatically a fixed penalty fine of € 250 per worker per day of employment which should have been covered by a Limosa statement. Moreover, he shall bear and reimburse the Company for all and any fines and sanctions that may have been imposed on the Company as a period penalty and repair the loss suffered by the latter in full.

8.10 The present provisions do not exempt the Contractor from his obligation to furnish the Company with a valid intra-European secondment certificate for each seconded worker when said certificate must be able to be produced.

9. Deadlines and milestones

9.1 The Company considers the partial milestones and the global performance time as essential elements. Failure to comply with the milestones and/or the deadlines shall constitute a fundamental breach of the Order. If the Order is part of a Main Contract, the Contractor undertakes to perform the Order in observance of a work rate and within a time that is such so as to enable the Company to observe the planning governing the Main Contract for the portion thus subcontracted.

9.2 In case of delay the Contractor can only invoke circumstances that have all the characteristics of a case of force majeure and, insofar as necessary, in the case of subcontracting, if these have been provided for under the terms of the Main Contract and are recognised by the Client. In the latter case, the Contractor shall be given a deadline extension only if and in as much as the Client grants the Company the right to extend the lead time on the grounds of the circumstances invoked by the Contractor.

9.3 If the Contractor has not completed the services as specified in the Order within the provided global execution time (and, where applicable, within the compulsory partial lead times), and unless there is question of a case of force majeure or an extraneous cause duly recognised by the Company, he shall be required by operation of law and by the sheer fact of the expiry of the time limit, to pay a fixed compensation. The calculation thereof is specified in the order form or the contract. In the event where the order form or the contract should not specify any such method of calculation, the compensation shall be equal to 0.5 % of the amount of the Order per week of delay (each week already begun beyond the second week shall be counted as a full week) with a maximum of 10% of said amount. The compensations are due, even if the Client does not charge Company any kind of fine. Said compensations can be automatically deducted from all sums owed to the Contractor.

9.4 The Company expressly reserves the right to claim in addition all and any other direct and indirect damages that he might suffer from the Contractor by general law.

9.5 If the delay is such so as to have an impact on the lead time of the performance of the Main Contract, causing the Company to bear delay fines or other charges of compensations claimed by the Client, the Contractor shall moreover, to the extent thereof be under obligation to cover vis-à-vis the Company payment of all and any fines, penalties, compensations and interests calculated by the Client, in response to simple notice by the Company.

9.6 Upon justified request of the Company, the Contractor shall raise at its own costs the manpower on-Site if he deems the current manpower assigned to be insufficient to meet with the requirements of the planning in progress.

10. Engineering surveys and working drawings

10.1 Without prejudice to the more detailed requirements set out in the Order, it is incumbent on the Contractor to obtain in timely fashion and at his own initiative the information and documents necessary for the accomplishment of his survey. In the event he is not in possession of the necessary details, it is incumbent on him to request said information from the Company sufficiently ahead of time to if only to enable to conduct the necessary consultations.

10.2 It is incumbent on the Contractor to check all plans, drawings and descriptions provided to him and to immediately advise the Company of any errors, contradiction, omissions or incompatibilities with respect to the subject of the Order. The Contractor is responsible for the measurements he has taken on-site. It is for him to make sure that the works are performed on the basis of the last revised version of the plans. A 'Master file' shall be kept available by the Site manager to be consulted on-Site.

10.3 The documents to be provided by the Contractor shall be drawn up and presented in a sufficient number of copies, in compliance with the requirements of the Main Contract. They are to be duly dated, numbered and signed.

10.4 All plans relating to the Order are to be drawn to scale, showing the actual dimensions and the maxima of the constructions. They shall take into account the possibilities and the space necessary to allow for the passing of the other engineering techniques, in consideration of the instructions issued by the Company or the Client. They shall specify all necessary details such as : the supports, suspensions, dimensions of the conduits, piping and cabling, cable raceways, characteristics and makes of the materials to be used, etc.

10.5 As part of his engineering survey planning, the Contractor shall draw up, in consultation with the Company, the list of the engineering survey records to be submitted for approbation, that is to say the plans, design calculations, test reports, samples, inspections, technical fact sheets of the pieces of equipment and the materials, etc. that shall be required to be submitted for approbation. The pieces of equipment and materials that are part of this list must be approved before being represented on the working drawings. The approval awarded for these records nowhere diminishes the liability of the Subcontractor.

10.6 All trials and analyses required or provided for in the Order and the technical reference documents are compulsory and at the charge of the Contractor and, as such, included in the prices.

11. Miscellaneous terms and conditions of performance

11.1 The Company is entitled to have the quality of the materials used, the application thereof and the progress status of the Order verified at any which stage. The fact that the Company has not availed itself of said right or has not put forward any remarks shall not prevent the Company's right to refuse the supply of the goods or materials or the service performance in due course. Moreover, the Company shall be entitled to order the termination and repel non-compliant in-process materials at all times.

11.2 If the Order involves the supply of materials, such materials shall be new and accompanied with certificates of conformity and/or technical acceptance certificates as required by law or the Order, assembly, operating and maintenance instructions and the specific related health & safety requirements. These manuals are to be drawn up in the language specified in the order form or the contract as well as in French and Dutch as a standard requirement.

11.3 The Contractor shall bring his own Site installations to accommodate his staff and equipment. Unless otherwise agreed, the Company shall not place any lifting or material handling equipment at the disposal of the Contractor. If this were to be the case, the Contractor shall assume sole responsibility for these operations as well as for the equipment and save the Company harmless of all and any damage.

11.4 The Contractor shall assume custody and the risks of his equipment and of the goods supplied on- Site as well as of the goods and pieces of equipment entrusted to him to be incorporated into the construction. He hereby waives all recourse against the Company or its staff. In case of theft or damage, he shall save the Company and its staff harmless against all third-party recourse.

11.5 At his expense, the Contractor shall see to it that his works are duly sealed off in timely fashion from those works which, because they depend on other building trades, were unable to be completed ahead of the final finishing operations of his own works. The Contractor shall bear the costs of the openings/feed-throughs, sealings and repairs

relating to all fixations made necessary by his company or that are useful to facilitate the performance of his works at his sole charge.

11.6 The Contractor shall bear the full cost of the scaffoldings he may require, including the supply and hire, the installation and dismantling thereof. In the event he uses scaffoldings that are Company property, the Company cannot be held liable. The Contractor will be under obligation to keep any such scaffoldings in good condition and specifically make sure the requirements imposed by the lessor and the insurers are duly observed.

11.7 The Contractor shall systematically and fully remove from the Site all waste, debris, rubble, packagings, etc. as well as all pieces of equipment disassembled or replaced as part of the Order. If the waste involved is classified waste, he shall act in compliance with the regulation and procedures applicable thereto. All costs relating thereto shall be deemed to have been included in the price. In the event the Contractor fails to abide by the clean-up and removal obligations to the Company's satisfaction, the latter shall move to undertake said clean-up and removal operations, without prior notice of default. The labour costs, haulage and tipping costs deriving therefrom for the Company shall be charged to the Contractor.

11.8 The Contractor undertakes to engage excellent collaboration with the other companies operating at the Site, under the authority and coordination of the Company. In this respect, he shall make sure that the way in which the engineering surveys and works to be handled by him are performed cannot cause the other companies operating at the Site or the Company to act in non-compliance of their own contractual obligations and not engender supplementary costs or difficulties for these companies. Where applicable, he shall bear such costs and resolve these difficulties to the discharge of the Company.

11.9 The Contractor shall pay specific attention to the requirements and obligations in the areas of consultation and information that are to be observed during the performance of works in the proximity of transport installations for gaseous products and any other underground conduits or pieces of equipment. It is incumbent on him to make full inquiries in this respect. He shall ensure that these requirements are met in appropriate and timely fashion, in such a way that the liability of the Company is nowhere prejudiced.

11.10 For all groundwork or work involving the embedding of conduits in trenches, the Contractor shall comply with the applicable standards, the rules of the state of the art and good practices, whether codified or otherwise, with specific reference to the consultation of the plans, the opening up and backfilling of the trenches dug, the use of mechanical equipment, the depth and marking of the underground conduits, the stringing of the cables, the protection thereof, the radiuses of curvature, the minimum interspaces to be observed, specifically between conduits as well as between the conduits and other networks, the rules of adjacency between the networks and plants, the protection and signposting of the Site, especially if on the public road, with the aforesaid serving as examples.

11.11 The on-Site use of mobile telecommunication devices is prohibited for drivers or operators of vehicles or pieces of equipment in operation.

11.12 If the works of the Contractor are performed on or in the proximity of a public road that is accessible to the public, the Contractor shall be required to put in place signposting as required under applicable regulations throughout the entire duration of the works performed by him.

11.13 In the event the Contractor should put up pieces of equipment on-Site for which a statement or an operating licence or an environmental licence is required, it shall be incumbent on him to comply with said obligations.

12. Amendments

12.1 The Contractor shall be obliged to perform in his Order all amendments, deletions and additions required by the Company.

12.2 The contract variations in plus or in minus resulting from such order amendments shall be evaluated on the basis of the prices of the Order and, in the event of subcontracting, in accordance with the criteria applied by the Client in the context of the Main Contract. If no identical or comparable unit prices exist that allow such for such a valuation, the prices shall be determined by mutual agreement. A dispute over said prices does not authorise the Contractor to suspend the performance of the amended orders. Only the quantities recognised by the Company (and, in case of a back-to-back contract, by the Client) shall be taken into consideration.

12.3 For Orders involving a unit price list, the differences between the estimated amount of the Order and the final price thereof attributable to the margin of the quantities implemented shall not constitute grounds for any kind of compensation for the Contractor.

12.4 In case of amended orders the Contractor shall be required to advise the Company in writing, stating grounds, of the impact of said orders on the lead times within ten days of the order date. Further to investigation, an adapted lead time shall be specified by the Company as and where applicable. Failing any such notice, the initial lead times shall be presumed to remain sufficient.

13. Acceptance

13.1 Unless otherwise stated in the order form or the contract, the Acceptance of the Order ('Acceptance') shall be obtained on the same date and in accordance with the same terms and conditions as the Acceptance of the Main Contract. With a view to the Acceptance, whether unique or provisional as the case may be, the Contractor shall clean up the results of his work and ready them for Acceptance. If he remains in default of doing so, in spite of a notice of default, the Company shall automatically be authorised to perform these works at the Contractor's expense.

13.2 The Contractor undertakes to respond immediately to any remarks put forward as part of these Acceptance, in as much as these related to services performed under the Order.

13.3 In no event shall the Contractor be permitted to invoke tacit acceptance. Nor can the taking into possession of the works, the use thereof, the absence of complaints during a certain length of time, or the payment in full of the bills, be considered as approval or acceptance.

13.4 Until the time of the provisional Acceptance, the Contractor shall charge himself with the on-Site maintenance, preservation, supervision, custody and safekeeping in good condition of all matters specified in the Order, at his risk and peril. The measures for the protection against damage or theft and the insurance relating thereto shall be at his charge with the Company waiving all liability in this respect.

13.5 The "as-built" record file shall be sent over by the Contractor in timely fashion in the format required under the terms of the Order and, where applicable, the Main Contract.

14. Technical guarantee

14.1 Unless otherwise agreed, the goods and works shall be guaranteed during at least one year counting from the date of the Provisional Acceptance of the Order, to offer full and flawless operation, to fully comply with the performance requirements as announced and to be free from defects, regardless of the nature or cause thereof. Amongst other elements, this guarantee also extends to include design defects, material defects, manufacturing or assembly defects and all inadequate performance, even if it was impossible for the Contractor to be aware thereof. If no formal Acceptance is scheduled to take place, the one-year time period shall commence on the date of the operational commissioning of the installation. In no event shall the Contractor's guarantee obligations be less than those of the Company resulting from the Main Contract.

14.2 The Contractor shall remedy, at his own expense, as swiftly as possible, all and any of the flaws and defects as intended above to the Order as established during the period of guarantee. If the flaw or

defect appears to be major or is felt to be likely to reoccur in the opinion of the Company, the latter shall be within its rights to either demand the Contractor to replace the delivered work or to redo the defective work and all supplies or analogous work likely to present the same flaw or defect, involving the novation of the guarantee, or to cancel the portions of the Order concerned by letter sent by recorded delivery, involving the reimbursement of the price, net of the costs.

14.3 For the purpose of this agreement, the term replacement is to be understood not only as the material replacement of what has proven to be defective but also the disassembly and transport expenses and all costs relating thereto (customs clearance, tax, etc.), the assembly and the recommissioning made necessary as a result of the replacement.

14.4 The Contractor shall remain liable for the excusable hidden defects throughout the time period specified under the article 1792 of the Civil Code.

14.5 Unless otherwise stipulated, this time period as well as the ten-year liability period shall take effect on the date of final Acceptance.

15. Responsibilities and insurance

15.1 The Contractor shall assume full liability (including the ten-year liability, product liability, if such is provided under the terms of the Order or the Main Contract, liability as specified under article 544 of the Civil Code) for his works and goods, vis-à-vis the Company (in said case to be considered as a third party) as well as vis-à-vis the Client or third parties. He shall be held liable for the slightest fault. He shall save the Company harmless against all complaints from third parties and against all charges that might result therefrom (including legal defence expenses).

15.2 The Contractor shall be required to take out, at his own expense, the insurances covering its liabilities.

He shall at minimum take out following insurances :

- a) Third Party liability : covering his civil (third-party) liability both during and after completion of the works for a minimum of € 2,500,000 per loss all losses combined. He shall provide proof of such insurance and payment of the premiums throughout the entire duration of his obligations deriving from the Order. The deductible shall not be higher than 10% of the loss or € 2,500 (the lowest amount shall be upheld). The insurer shall be required to undertake not to cancel the policy without having informed the Company in observance of a 30-day notice period, served by letter sent by recorded delivery.
- b) Workmen's Compensation : according to the law. He shall provide and obtain the same of its insurer waiver of recourse in favour of Company, director, agents and personnel, and if required by the Main contract, any other person.

15.3 Moreover, the Contractor shall take out, at his own expense, all insurance covers as specified in the order form or the contract and, if relating to a subcontract, those set out under the terms of the Main Contract.

15.4 The excess amounts shall remain at the charge of the Contractor.

15.5. The Contractor will subscribe his insurance policies with insurance companies of good repute and established in the European Union.

15.6. In response to the Company's request, the Contractor shall furnish the certificates issued by his broker or the insurance company, in corroboration of the above.

15.7. The Contractor hereby confirms he shall duly comply with and warrant compliance by his insurers with all waivers of recourse agreements which the Company was required to assent to vis-à-vis the Client.

16. Price

16.1 The prices and, where applicable, unit rates, are established in the order form or the contract which specify the nature of the price : either a fixed price or a lumpsum price, either involving a unit price list,

either on direct labour basis, or on a reimbursement basis. If the price is a lumpsum, said price shall establish, unless otherwise specified, a relative flat-rate amount (the change to the initial undertaking to be settled by way of final settlements of account). In case of a unit price list contract, the latter shall be on a flat-rate basis, unless otherwise specified.

16.2 No work shall be permitted to be performed on a direct labour basis if this has not been specified in an express order from the Company.

16.3 Unless otherwise specified, prices shall be firm and fixed for the duration of the Order.

16.4 For unit price list orders defined in terms of hourly or daily rates, the final settlement shall be established by multiplying the number of hours or days actually performed – within the limits set out in the order form - by fixed rates set out in the Order. The number of hours or days performed shall be specified in a periodic refutable statement (monthly in principle) that is required to be approved and signed by the Company's authorised representative. In principle, only the hours corresponding to the actual presence on site shall be counted. Break times and transport times are not chargeable. Any incomplete days shall be calculated in proportion to the hours performed. Increases by way of supplementary hours (overtime), night work or a non-working day cannot be billed unless after the written consent from the Company to such work performance and in observance of the statutory arrangements in this respect.

16.5 The prices and rates agreed shall include all the costs of any which nature incurred by the Contractor and the staff assigned by him to perform the Order, with the inclusion of personal and collective protective equipment, the necessary health & safety and hygiene measures, the management and supervision of the workers, the tax charges and social security contributions, workplace travel and meal expenses, the supplies, equipment and materials, insurance, security surveillance, the removal of waste, general overheads and the profit margin, to the sole exclusion of the VAT.

16.6 Even in case of a lumpsum price, but without prejudice to the effects thereof, the Company reserves the right to draw up a summary statement and a measurement of all of the services and works performed by the Contractor which shall serve as the basis for the final settlement of the Order.

16.7 All bills sent in prior to the completion of the Order and Acceptance thereof are considered as an advance payment on the final settlement of the undertaking which shall be sole instrument to determine the value thereof. The payments made to the Contractor during the course of the Order further to interim statements or for any which reason shall constitute simple advances without acknowledgement of any accrued rights. Only the final settlement refutably drawn up between the parties and accepted by the Company shall be authentic and establish to final effect the entitlements to which the Contractor is entitled, with all payments received in excess thereof, where applicable, required to be restituted.

17. Billing

17.1 Billing shall be made to occur at intervals specified in the order form or the contract or, failing such indication, upon completion of upon completion of the Order.

17.2 Each order is to be billed separately and sent to the Company's registered office. The invoices shall specify the order number and go accompanied, where applicable, with the refutable performance statement and all other documents specified in the order form or the contract. Invoices that fail to comply with these requirements may be refused and returned in which case they shall be deemed to have been protested to valid effect.

17.3 For the Orders that are invoiceable as the works proceed, the advance is to be validated by the Company ahead of any bill raised. To this end the Contractor shall submit a statement accompanied by all required supporting documents (time sheets or work sheets, duly signed by the Company's representative on-Site) to the Company for

approval. Said statement, corrected where applicable, shall serve as the basis for the bill.

18. Payment

18.1 Payment periods shall start when the Company is in possession of a duly established and complete invoice. Unless specific conditions have been agreed between the parties, the invoices issued by the Contractor are payable at sixty (60) days as of the end of the month after receipt by the Company of the duly established document. The date of receiving shall be legally established with the entry stamp of the Company.

18.2 Payment shall be made to occur by transfer into the Contractor's account by the Company's standard payment date for suppliers, i.e. by the 10th of the month following the invoice expiry date (or, if the 10 is not a banking day, the first banking day thereafter). In the event said time period should be exceeded, the Contractor is entitled to claim an interest in default of payment calculated at the legal rate of interest as of the expiry of the proposed settlement date by sending a notice of default. No flat-rate compensation or penalty clause shall be due.

18.3 In the event of attachment by garnishment for a third party over the sums payable by the Company, the expenses to establish the statement from the garnishee and the administration expenses of said attachment, valued at a flat-rate sum of € 250 per statement, shall be charged to the Contractor and deducted from the payments. The same deduction shall apply in case of a direct action of a subcontractor of the Contractor.

18.4 In the event where the databases of the ONSS (*Belgian National Office for Social Security*) and of the Inland Revenue Service were to show that the Contractor has outstanding tax or social security debts requiring the Company to conduct withholdings from invoices, the administration expenses resulting therefrom for the Company - set at a flat-rate sum of € 250 per deduction -, shall be charged to the Contractor and deducted from the payments. The Contractor discharges the Company from consulting the Contractor regarding the actual amount to be deducted, regardless of the amount of the invoice. It is incumbent on him to obtain, where applicable, and at his sole impetus, the certificates required under applicable regulations to allow the Company to make deductions that are less than the statutory percentage rates.

18.5 In case a payment has been conducted without applying a deductions application when such a deduction was required, the situation will be settled by deducting said amount from the subsequent invoices.

18.6 Insofar as price reductions are applied by the Client to the Company by reason of errors in the Order, the charge resulting therefrom for the Company shall be borne in full by the Contractor.

18.7 All claims held by the Company against the Contractor, linked to the Order or otherwise, even if not yet due, and provided such claims are certain and liquid, shall automatically be netted with all sums due to the Contractor pursuant to the Order. In the event where a claim held by the Company is not liquid, the latter shall be within its rights to deduct an appropriate provision corresponding to the estimated amount and justified by this debt claim.

19. Financial guarantees

19.1 If provided for in the order form or the contract, the Contractor shall establish a bank guarantee within a financial institution of international reputation based in Belgium, to guarantee duly performance of the Order and for the entire duration thereof, to confirm to pay the Company, on the latter's first request, the sum specified in the order form or the contract or, in default thereof, a sum equal to 10% of the initial amount of the Order.

19.2 In addition, if the Order provides for payment of an advance payment, the Contractor shall arrange for a separate undertaking to be issued that meets with the above requirements, for an amount equal to the advance payment.

19.3 This bank guarantee is irrevocable, autonomous and unconditional. All costs relating thereto are exclusively borne by the Contractor. The originals of the letters of guarantee shall be sent to the Company within the time limit specified in the order form or the contract or, in default thereof, within 30 days from the order form or the contract recording the Order.

19.4 In the event the aforesaid guarantees are taken up, the Contractor shall immediately arrange for new guarantee. In the event of a significant increase of the Order value, the Company shall be entitled to request for a supplementary guarantee to be issued, raising the total guaranteed amount to 10 % of the current value of the Order.

19.5 The guarantee shall be released upon request of the Contractor upon the date of expiry and pursuant to the terms set out under the Order or, in default thereof, upon the final Acceptance thereof. If the Order is of 'if and when' variety, the guarantee shall be released when the Client has released the corresponding guarantees issued by the Company to the benefit of the Client.

19.6 In the event the Contractor should remain in default of issuing the guarantee incumbent on him, the Company shall be within its rights to claim the issuance of said guarantees, or to make deductions from all sums owed to the Contractor until the amount thus constituted totals an amount equal to that of the failing guarantee and to hold these funds, without interests, until the expiry dates for the release of the bank guarantees.

19.7. The Contractor shall be within its rights to assign these funds in clearance of all debts of the Contractor vis-à-vis the Company.

19.8. The aforesaid provisions shall apply to the guarantee from the parent company which the Service Provider should have to provide in supplement to the bank guarantees intended above or which the Company has expressly accepted in substitution of said bank guarantees.

20. Relations with the Client

20.1 Throughout the entire duration of the Order, the Contractor, shall refrain from submitting - whether at his own initiative or in response to an invitation thereto - any offers, bids, tenders, quotes or estimates of any which nature to the Client and to the future occupant or operator for the supply or performance of services in connection with the project which the Main Contract bears on.

20.2 Similarly, he shall refrain from sending the Client or the latter's advisers or delegates any correspondence relating to the subject of the Order.

20.3 If he is invited do so or if he is under obligation to do so the Contractor shall, at his expense, attend the Site meetings with the Client and his advisers and delegates for all matters concerning the Order. The person whom the Contractor delegates to attend said meetings shall be a sufficiently senior officer and have the power of authority to commit the Contractor to lawful effect. The Contractor shall be sent a copy of the minutes of the meeting that concern him.

20.4 In all matters where notification deadlines are imposed on the Company in its relations with the Client, the Contractor shall make sure, on pain of forfeiture, that the Company is enabled to observe these deadlines and to give the latter the appropriate time to respond.

20.5 The decisions, instructions, orders, etc., issued by the Client, the delegated officer or any other duly qualified representative of the Client' shall be observed and followed by the Contractor and be binding on him in the same manner as they are binding on the Company. The Contractor shall put forward any remarks he may have in timely fashion to enable the Company to pass them on to whom it may concern.

20.6 The Contractor shall refrain from engaging in any kind of direct action at law against any debtor of the Company, except in the event of non-payment of an undisputed and expired invoice. The Company must be advised of any such direct action at law at the same time the suit is instigated. All costs charged to the Company by the party sued shall be at the charge of the Contractor.

21. Transfer and subcontracting

21.1 Unless the prior written agreement of the Company, the Contractor shall refrain from transferring, even in part, the present contract to any third party or to share the performance thereof within the framework of a joint venture or consortium with a third party or to subcontract to a third party.

21.2 The Contractor entrusting the performance of a portion of the Order to a third party, provided the prior and written agreement of the Company, shall guarantee due compliance by the latter with the terms and conditions of the Order, including the present Terms and Conditions. He shall prohibit the third party from subcontracting without the prior and written agreement of the Company.

21.3 He shall refrain from transferring his claims against the Company, in particular the endorsement of his invoices, without the prior and written agreement of the Company. Such a transfer shall never be opposable against the Company. Even in case of an authorised transfer of the claim, all exceptions opposable to the Contractor shall equally be opposable against the transferee.

21.4 Regardless of whether the subcontracting was authorised or not, it is incumbent on the Contractor to furnish the Company without delay with every information enabling the latter to make the appropriate statements to the ONSS (*Belgian National Office for Social Security*) (DUC) and to keep said statements up to date. In the event this obligation is breached, the Contractor shall be liable to pay a fine set at EUR 250 for every missing item of information. Moreover, he shall save the Company harmless against all and any fines and the ramifications of all and any prosecutions.

21.5 The Contractor shall guarantee compliance by his own subcontractors and suppliers with the terms as recorded in the order form or the contract insofar as these apply to their involvement.

21.6 If the Main Contract requires the subcontractor to be certified in the disciplines and for the class under which his contract comes (public procurement), the Contractor shall make sure he only deals with companies that comply with these requirements.

22. Requests and complaints

22.1 In the event of subcontracting, the Contractor's requests or complaints, especially those relating to compensation, extension of lead times, price revisions, contract revisions, exemption from fines, etc., for reasons other than those clearly and directly attributable to the Company (such as reasons attributable to the Client, extraordinary or unforeseeable circumstances) shall be admissible only if the Company has the right to file such a request with the Client.

22.2 The Contractor shall be stripped of the right to file such complaints and requests if he has not given the Company the opportunity to file a complaint and a request with the Client for reasons invoked in timely fashion. The supplements, compensation payments, revisions, etc., filed by the Contractor, if he is the subcontractor, shall not be paid until after the consent has been obtained from and payment has been made by the Client to the Company.

23. Specific rules for the Orders under a back-to-back contract

23.1 For the purpose of the present agreement, this term is to be understood as the acceptance of the Contractor, for the goods and works entrusted to his care, to be liable vis-à-vis the Company in the same way as the latter is liable vis-à-vis of the Client and by which he assumes, at his risk and expense, all obligations incumbent on the Company, in such a way that the Company is discharged in full therefrom, to the satisfaction of the Client and without charges for the Company other than those directly associated with the Company's capacity as the prime contractor.

23.2 Conversely, the concept implies that the Contractor shall enjoy, vis-à-vis the Company, the same rights as those recognised for the latter by the Client (if and insofar as any such rights are recognised),

with the Contractor sharing the lot of the Company in this respect, under reservation of the price terms that remain specific to each party and of the derogations deriving from the Order.

23.3 When the Order is an 'if and when' type order, the Contractor's invoices shall be paid within 10 banking days after the receipt by the Company of the corresponding amounts from the Client, if and when said payment is made to occur. However, the Company may - on a case-by-case basis - transact payments sooner without this serving to modify the qualification of the contract.

24. Suspension or cancellation of the Main Contract

24.1 The decision of the Client to suspend or to cancel the Main Contract or all other events that have the same effect shall authorise the Company to suspend or cancel the Order.

24.2 Unless due to gross negligence and provided this is recognised by the Company, said suspension or cancellation shall not occasion the Contractor to be compensated, unless the Company is paid a sum in compensation by the Client on the grounds of the suspension or the cancellation of the Main Contract, in which case any such sum may be divided between the Company and its various subcontractors in proportion to the size of the prejudice incurred as duly justified by the Contractor in relation to the prejudice suffered by the Company and the other subcontractors.

25. Insolvency of the Contractor and ex officio measures

25.1 If the Contractor should fail to comply with any of his obligations, or if the works failed to be executed with the necessary swiftness, the Company shall be entitled, to either seek to have the works continued by a third party or to perform the works itself at his expenses, risks and peril, or to dissolve the Order to the detriment of the Contractor and without any compensation to be paid to the latter, all of which is to occur within five working days after serving notice of default by recorded delivery for which has gone unheeded, without having to seek recourse with the courts and without prejudice to the Company's entitlement to full damages and interests

25.2 The Company shall be within its rights to deny the Contractor access to the site and at all times to have the disposal of the Contractor's equipment, the materials already delivered on-Site and of the work performed. Similarly, the Company shall be within its rights to put in place all other ex-officio measures vis-à-vis the Contractor that are provided for under the terms of the Main Contract.

25.3 The work in progress shall be established to lawful effect by any technically corroborative means of establishment or, if the Company so wishes, by a bailiff or an independent expert after the Contractor has been summoned, by letter sent by recorded delivery at least twenty-four hours ahead of time, to be present at the inspection round which shall be refutable, even in his absence. The expenses of such an inspection shall be at the charge of the Contractor.

25.4 In the event of bankruptcy, the application of the provisions of the Act on the continuity of businesses, in the event of liquidation, decease, or disqualification of the Contractor, if the latter ceases trading or effectively abandons his activities and in all cases that might serve to prevent the Contractor from completing the works, the Company shall be within its rights, unless otherwise specified by law, to opt at its sole discretion for the resolution of the present order by simple written notice and without involvement of the courts, either for the continuation of the order by the successors in title to the terms and conditions of the present document, without prejudice to any sums in compensation and interests.

25.5 In the event that the Company should establish that the Contractor does not respect the legislation regarding the registration of presences concerning temporary or mobile construction sites, or the legislation regarding the joint and several liability regarding salary debts, or in the event that the social inspection assigns a notification of joint and several liability to the Company, or in the event that the Company establishes that the Contractor employs workers who reside illegally in Belgium, the Company shall be entitled, unless otherwise

specified by law, to opt at its sole discretion for the resolution of the present order by simple written notice and without involvement of the courts, or for the continuation of the order by a third party, without prejudice to any sums in compensation and interests. The Contractor shall guarantee the Company for any possible negative consequence of his shortcomings, lawyer's fees included.

Prior to the commencement of the works, the Contractor shall give the Company a written statement by which the Contractor confirms that he does not, and shall not employ workers who reside illegally in Belgium.

25.6 The Company attaches great importance to the respect of its ethical principles. This implies that the Company expects and demands the same from its contracting parties. The Contractor shall in particular see to it that its employees or principal agents shall restrain from any act of corruption, fraud or conflict of interest, and take no actions, or behave in any way that could limit or falsify fair competition. In the event of a breach, the Company shall be entitled, unless otherwise specified by law, to opt at its sole discretion for the resolution of the present order by simple written notice and without involvement of the courts, without prejudice to any sums in compensation and interests. The Contractor shall guarantee the Company for any possible negative consequence of his shortcomings, lawyer's fees included.

25.7 In the aforesaid cases, and in the event the Contractor is found to be in default, the settlement of his receivables, even those that have matured, shall be suspended until the prejudice incurred by the Company is determined and the latter shall net this prejudice with said claims to the amount of the sums thus owed to the Company.

25.6 In the event insolvency proceedings are initiated, such as bankruptcy, judicial restructuring or liquidation proceedings, seizure or any other situation involving concurrence, netting shall be made automatically to occur between the mutual claims held between the Parties – notwithstanding any transfers of said rights – without prior notice of default or judicial decision. In such a case, all payment facilities awarded shall equally be scrapped.

25.7 This netting shall apply to all claimable and non-claimable claims (e.g., compensation payments for cancellation or other compensation payments) that are or shall become payable and/or due after and/or by reason of the insolvency situation, seizure or concurrence. It may be applied to all the contracts existing between the parties, thereby acting as a global economy operation. This netting shall be opposable to all third parties, including the Contractor's other creditors.

26. Confidentiality

26.1 None of the documents, data, information, or other elements acquired within the context of the Order shall be permitted to be used by the Contractor for activities other than those set out under the Order, nor be transmitted to third parties without the prior consent from the Company. They are to be returned to the Company at the end of the Order.

26.2 The Contractor moreover undertakes to warrant performance of compliance with said obligation by his staff and his subcontractors and be jointly and severally responsible for fulfilling said obligation.

26.3 No references for publicity purposes shall be permitted to be made to the Order without the prior consent from the Company.

27. Intellectual property rights

27.1 The Contractor undertakes to neither use, publish, nor communicate to parties other than the Company the result of the services performed as part of the Order.

27.2 The Company shall be the exclusive owner of the results of the engineering surveys and all and any intellectual creation issuing from of the Order or subject thereto.

27.3 The Contractor warrants the Company that the service deliveries set out in the Order cannot in any way be considered as counterfeits of original creations protected by patents, designs or models, copyrights

or other intellectual property rights or claims to such rights on behalf of third parties.

27.4 In the event where a third party should assert any intellectual property rights against the Company, the Contractor undertakes to take up the defence of the Company, to intervene in any proceedings that may have been instigated against the latter to actively support its defence. The Contractor shall save the Company harmless against all direct and indirect costs and charges (with the inclusion of the court costs and the fees of legal counsels) that might derive from these actions and save the Company harmless against all convictions pronounced against the latter.

27.5 In addition, in the event the intellectual property rights of a third party are duly established, the Contractor undertakes to disassemble and remove the installations under contentions, to supply and build or order to be built new pieces of equipment offering at least equal performance, to commission such equipment and to defray the costs and operating losses involved in such operations, all of which without costs or charges for the Company. This guarantee shall remain valid for the entire duration of the life span of the deliverables under contention.

28. Disputes

28.1 In case of disputes, the courts of the legal district where the Company has its registered office shall have sole jurisdiction. However, the Company reserves the right to bring the matter before any other competent court when it is acting as the claimant.

28.2 When the Company is called upon by the Client or a third party for matters relating to the works performed by the Contractor, the latter shall voluntarily intervene as a party to the dispute in response to the Company's first request, and do so even if a court procedure is already existing between the Company and the Contractor.

28.3 In the event the Company is contractually bound by an arbitration clause vis-à-vis the Client, the Contractor impleaded by the Company undertakes to take part in the same arbitration procedure, unless he is able to furnish motivated objections.

28.4 The Contractor shall be required to impose the same provisions on his own subcontractors and suppliers.

28.5 All legal actions of the Contractor shall be time-barred one year after the Acceptance of the Order or, if the Acceptance was not recorded in a written record of acceptance, one year after the completion of the works.
