

INDAVER N.V. GENERAL PURCHASING CONDITIONS

Article 1 Definitions

General Purchasing Conditions:	These Indaver general purchasing conditions;
Order:	The requisition order from Indaver, including the accompanying documents, comprising but not limited to the purchase order, the technical specifications, tenders, etc.
Services:	The services (including maintenance work) to be delivered by the Contractor, as described in the Order from Indaver;
Goods:	The goods to be delivered by the Contractor, as described in the Order from Indaver, including goods leased by Indaver from the Contractor;
Indaver:	Indaver N.V. or its affiliated companies.
Contractor:	natural or legal person that performs work or supplies services for Indaver or is the contracting party in any Agreement with Indaver.
Agreement:	any agreement to which the General Purchasing Conditions apply
Force Majeure:	has the meaning set out in Clause 14.
Works:	the works to be performed by the Contractor, as described in the Order from Indaver;

Article 2 Applicability of General Purchasing Conditions

- These General Purchasing Conditions apply to all quotations/offers from the Contractor for the supply of Goods and/or Services to or the contracting for Works for Indaver, and to all orders placed by Indaver.
- In the event of any discrepancy between the documents, the following priority shall apply:
 - notices of revision and addenda
 - purchase order
 - technical specifications from Indaver
 - General Purchasing Conditions;
 - technical description in the Contractor's offer;
- The application of the Contractor's General Terms and Conditions is hereby expressly excluded.
- The Contractor can only invoke clauses that differ from these conditions if these have been expressly accepted in writing by Indaver.
- Any Contractor with which a contract has been entered into once, based on these General Purchasing Conditions, agrees to the applicability of these conditions to future agreements between it and Indaver, subject to written agreement to the contrary between parties;

Article 3 Quotations, orders and agreements

- All requests for quotations made by Indaver are non-binding.
- Offers made by the Contractor shall have a minimum validity of 3 months.
- References to offers from the Contractor only relate to the technical specifications and/or implementation modalities.
- Orders can only be placed in writing, using the Indaver standard purchase orders.
- Indaver is only bound by the offers from the Contractor if and insofar as it has accepted these in writing. Verbal undertakings or agreements by or with its staff will only bind Indaver if and insofar as it has confirmed this in writing.
- Indaver has a period of 3 working days after order to cancel the concluded order or agreement without the Contractor being able to make a claim for any damages.

Article 4 Delivery time for Goods and deadline for performance of Works and Services

- The latest delivery date shown on the Order is strictly applicable and has a binding nature for the Contractor, except in the case of Force Majeure. If Indaver has not been placed in possession of the ordered Goods on the stated date, or the Works and/or Services have not yet been performed, it is entitled to renounce the Agreement. In that case the Contractor is obliged to reimburse all losses suffered by Indaver.
- Indaver cannot be obliged to accept a part-delivery, unless expressly set out in the Agreement.
- The place of delivery shall be the place shown on the Order, unless expressly agreed otherwise. If no specified location has been given, then the delivery can only validly take place at Indaver's registered office.
- Any valid delivery of Goods shall form the subject of a dated dispatch note that must bear the following:
 - Number and date of Indaver order, plus its references
 - The number of items delivered, the weight and the description of the items ordered
 - Number of items per pack or package
 - The words "gedeeltelijke levering" (part-delivery) if the order has not been performed in full
 - The word "saldo" (balance) with the final part-delivery.
- Signature of a delivery note or similar document does not constitute acceptance of the Contractor's general terms and conditions nor an acceptance or acknowledgement of the condition of the Goods, Works or Services.

Article 5 Ownership and risk

- The title to all machinery, components, materials and all partially or fully manufactured components intended for incorporation shall pass to Indaver at the earliest of the following times:
 - the time at which the goods are identifiable and/or finished, regardless of where they are manufactured;
 - the time at which the goods arrive at Indaver's site/premises;
 - the time at which the price of the Agreement is paid, in whole or in part;This clause shall not apply to Goods leased by Indaver from the Contractor.
- Until such time as the Goods have been delivered or the completion of the Works and/or Services has taken place, the risk of full or partial loss or destruction of the Goods, Works and/or Services and any damage to materials, shall remain with the Contractor. During this period the Contractor will make good any damage to or loss of the Goods, Works and/or Services, irrespective of the cause. The risk of damage to or loss of temporary work or services, building equipment and/or tools on which, with which or in connection with which works are being carried out, is and shall remain with the Contractor, even if those items are located at Indaver's site/premises.

Article 6 Price

- If a fixed price has been agreed, all Goods, Works and/or Services shall be included and are not liable for review. This shall then be the only sum for all Goods, Works and/or Services, to cover all work and costs necessary for obtaining the envisaged result, without an additional price being able to be charged.

- Subject to an express stipulation to the contrary, the agreed price covers all costs, including transport costs, up to and including delivery (for equipment goods: up to and including installation in the appointed place, as well as supply of the necessary resources and/or adapted tools for the purpose of functional use and maintenance.
- The price includes all taxes, duties and costs but excludes value-added tax (VAT).
- Price amendments can only be applied subject to Indaver's express prior written consent.
- The costs associated with the licences, duties, taxes and insurance necessary for the performance of the Agreement shall be borne by the Contractor.

Article 7 Variations

- If, during the performance, variations need to be carried out, the parties shall draw up an additional, written agreement before commencing these works, with accompanying price calculation and deadline implications.
- Any forecast cost-plus rates and fixed unit prices for the Works and/or Services shall also apply to the agreed variations, unless expressly agreed otherwise.
- If the Contractor believes there will be contract extras, the Contractor shall inform Indaver as soon as possible of that fact, and also inform Indaver about the consequences of this on the price and deadline within which the Contractor shall be able to complete its work.

Article 8 Invoicing and payment terms

- Invoicing shall take place following delivery of Goods, completion of the Works and/or Services and based on approval from Indaver. Invoicing must in any event take place within the agreed deadline or, in the absence of written agreements on the subject, within one hundred and twenty (120) days of valid delivery of the Goods or completion of the Works and/or Services.
- All invoices shall be sent electronically to invoices@indaver.be. Indaver's purchase order number must be quoted on all invoices, and failure to do so shall result in the invoice being returned to the Contractor to be rectified. Payment delays for this reason shall not lead to any interest or compensation being owed.
- Indaver must make payment within thirty (30) days from month-end following receipt of a correct invoice and subject to receipt of all necessary documents. The payment date shall be the date of the payment instruction to the financial institution.
- Indaver reserves the right to pay in the manner of its choice. Discounts and bank charges are chargeable to the Contractor.
- If the delivery is incorrect or defective, the payment period shall be extended automatically until performance in full or acceptance of compensation. Payment delays for this reason can never lead to any interest or compensation being owed.
- In case of non-payment within 60 days, without a valid reason, interest may only be charged from the date that a formal reminder is sent by registered post by the Contractor. This interest may not exceed the statutory interest in force at the time this agreement is concluded.

Article 9 Guarantees and Contractor liability

- The Contractor guarantees that the Goods, Works and/or Services are ready for use and free from visible and hidden defects. It guarantees that all statutory documents that must accompany the delivery of the Goods, Works and/or Services, will always be supplied at the same time. The Contractor states that the Goods, Works and/or Services conform to the provisions of the Agreement, the normal requirements of usability (capacity), reliability and life (fault-free functioning), the statutory standards and/or regulations for quality, safety, environment and hygiene, and correspond to the catalogue advertisements and publicity conducted in that regard. Any non-conformity with this information is hereafter referred to as a "defect".
- The Contractor guarantees the realisability and feasibility of any concepts and designs mentioned in the offer.
- The Contractor and its sub-suppliers guarantee that spare parts can be supplied during the technical life of the Goods.
- If the Goods, Works or Services are affected by a defect, then Indaver has the choice between replacing it with others of the same sort and type, repaying all or part of the price proportionate to the defect, and the dissolution of the Agreement. In all these cases Indaver has the right to compensation of all the damage caused by the defect, including currency losses, loss of interest, debt rescheduling costs, loss of profit and loss of use.
- Subject to any other rights on the part of Indaver, the Contractor shall be liable vis-à-vis Indaver and its affiliated companies and shall indemnify these for all consequences (both direct and indirect, including consequential loss) that arise or occur in connection with the Goods or the performance of the Works and/or Services, provided these are the consequence of an act, negligence, omission or default by the Contractor or any subcontractor and their employees or officers.
- Notwithstanding any provision to the contrary, any approval or consent (or similar) given by or on behalf of Indaver, shall not prejudice the contractual obligations or liabilities of the Contractor, or release it from the same.
- The information provided by Indaver or approvals given by Indaver in connection with drawings, calculations or specifications, do not release the Contractor from its liabilities and do not imply any liability on the part of Indaver. The Contractor remains fully and solely liable for this.
- The Contractor shall indemnify Indaver for any claim by a third party that is the result of the performance of the Agreement by the Contractor or any act or negligence in the execution thereof.
- The aforesaid obligations include the obligation to repay fees, charges and costs of lawyers owed by Indaver in the context of legal proceedings.
- Indaver is entitled to reasonably deduct all the aforementioned amounts from payments owed by it to the Contractor.
- The Contractor shall also indemnify Indaver for any liability on its part for nuisance caused to neighbours pursuant to Article 544 of the Belgian Civil Code.

Article 10 Insurance

- The Contractor shall take out the following insurance, at its own expense:
 - Third-party liability insurance: Public liability insurance with the following minimum guarantees:
 - Public Liability Operation: minimum EUR 2,500,000 per claim for all physical, material and/or immaterial damage.
 - Public Liability subsequent delivery: minimum EUR 2,500,000 per claim/per insurance year for all physical, material and/or immaterial damage combined.In the context of the guarantees provided by this policy Indaver is regarded as a third party.
 - Ten-year liability insurance if applicable
The ten-year liability insurance is chargeable to the Contractor.
This insurance shall take effect on the date of delivery. This insurance shall cover Indaver as an additional insured party.
- The terms of the insurance policies for the type of cover – and the restrictions thereto – that the Contractor must maintain, are not designed to limit the liabilities, i.e. the obligations that the Contractor has entered into under the terms of this agreement.
- The Contractor shall make sure that any policy is taken out with a waiver of recourse against Indaver and its agent.

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- In the event of withdrawal or any other change that affects the insurance cover the Contractor shall notify Indaver immediately.
- The Vienna Sales Convention (CISG) is excluded.
- All disputes in connection with the interpretation and/or performance of the Agreement(s) shall be settled exclusively by the district courts of the judicial district of Antwerp.
- The Dutch text of the General Purchasing Conditions shall always take precedence over the English or French translations of the same.

Article 11 Duration and termination

- The Agreement is considered to be effective at least until the point of completion of the Works and/or Services or completion of delivery of the Goods, without affecting the term of the guarantees to which the Contractor is bound.
- If the Contractor fails to (duly) comply with one or more of its obligations, or fails to do so on time, is declared bankrupt or threatens to go bankrupt, is insolvent, is to be wound up, an interim administrator is appointed, an attachment is placed on its goods, it is declared insolvent, is guilty of repeated non-payment, falls under the scope of the Belgian Continuity of Enterprises Act, or in the event of similar events or acts on the part of the Contractor according to legislation, then Indaver shall be entitled to suspend performance of the Agreement or to terminate the Agreement in whole or in part, without prior notice of default, by means of a written statement, all this at its discretion and always with retention of any rights it has to the reimbursement of costs, damage and interest.

Article 12 Confidentiality and intellectual property

- The Contractor must observe strict confidentiality in respect of confidential information obtained from Indaver, including technical, financial and commercial information and know-how, as well as this Agreement, its existence and its content.
- The Contractor and Indaver will respect at all times the applicable privacy regulations. For privacy relating topics Indaver can be contacted at this mailadres: privacy@indaver.com
- Drawings, images, designs, models, calculations, methods, etc. given by Indaver to the Contractor and the intellectual property rights associated with these shall be vested exclusively in Indaver.

Article 13 Announcements and statements from Indaver

- The advice, announcements, specifications and statements regarding quantity, models, sizes and quality shall only be binding on Indaver if and insofar as this is expressly agreed in writing.
- In respect of the agreed quantity, models, sizes and quality, the tolerances that are customary in the sector shall apply.

Article 14 Force Majeure

- Force Majeure refers to any unforeseeable and insurmountable situation beyond the reasonable control of the parties that has an influence on the whole or partial execution of the Agreement.
- If, as a result of Force Majeure, the parties cannot fulfil their obligations on time, this delay shall be accepted for the extent and duration of the Force Majeure. The party that was affected by Force Majeure shall notify the other Party immediately in writing after having been informed of the Force Majeure of the nature, start date and expected duration of the Force Majeure.
- If there is a situation of Force Majeure that persists for longer than 5 working days, Indaver is entitled to dissolve the Agreement.

Article 15 Quality, Safety, Health and Environment

- The Contractor guarantees that it and its staff shall at all times comply (and have others comply) with all quality, safety, health and environmental protection guidelines in accordance with legislation or with the procedures, guidelines and/or instructions of Indaver that apply to the Goods, Works and/or Services.
- If the Contractor employs persons in the installations of Indaver or its customer, the Contractor must be in possession of a VCA certificate (VGM Checklist Contractors, where VGM = Safety, Health and Environment) or demonstrate that it works in compliance with VCA principles.

Article 16 Sustainable Procurement – Code of Conduct for suppliers

- Indaver strives for a sustainable purchasing policy and expects its suppliers to support the principles set out in the "Supplier Code of Conduct", which can be consulted via: https://www.indaver.com/fileadmin/indaver/Documents/Group/Indaver_SupplierCodeOfConduct.pdf
- The Contractor guarantees at all times and at his own expense that he will comply with Indaver's "Supplier Code of Conduct" in the absence of which Indaver has the right to impose remedial measures or to terminate the Agreement with immediate effect.

Article 17 Contractor's staff

- There is no contractual tie under labour law between the staff of the Contractor and Indaver. Indaver is not responsible for the organisation and/or staff of the Contractor. The Contractor guarantees that its staff is fit to perform the Agreement in an independent manner. The Contractor shall be obliged to fully indemnify Indaver and hold it harmless if the relationship between its staff and Indaver would be qualified as a contract of employment.
- The Contractor ensures that only qualified staff will perform the Work and where necessary shall arrange for specific training courses (including, but not limited to, safety courses that are necessary in the light of the specific working environment and risks associated with that).

Article 18 Legislation and amendments

- The Contractor guarantees that it will perform the Agreement in accordance with all applicable legislation that applies to its staff, including the legislation on residency and social law.
- The Contractor shall notify Indaver of any amendments in the legislation that may affect the performance of the Agreement.

Article 19 Nullity

If one or more provisions of these General Purchasing Conditions is or are null and void or otherwise non-binding, this shall have no effect on the validity of the other provisions. Parties shall then undertake to make an arrangement or arrangements that approach as closely as possible the meaning of the non-binding provision(s).

Article 20 Disputes

- The Agreement(s) between parties shall always be governed by Belgian law.