

1. DEFINITIONS

General Terms and Conditions: part of the Agreement titled 'General Terms and Conditions'.

Special Terms and Conditions: part of the Agreement establishing the specific rules related to the Works.

Client: the principal, its employees or representatives under the Main Contract.

Contract Documents: the documents described in the Special Terms and Conditions as being applicable to the Works.

Secondment Act: Act of 5 March 2002 regarding the working, wage and employment conditions upon secondment of employees in Belgium;

Main Contractor: the party indicated as such in the Special Terms and Conditions as well as its agent(s) and representatives.

Main Contract: the agreement concluded between Client and Main Contractor in view of the execution of the Project.

Subcontractor: the party indicated as such in the Special Terms and Conditions as well as its agent(s) and representatives.

Agreement: the agreement concluded between Main Contractor and Subcontractor in view of the execution of the Works, consisting of Special Terms and Conditions, General Terms and Conditions and Contract Documents.

Price: the cost or method for determining the cost charged by the Subcontractor to the Main Contractor for the execution of the Works according to the Agreement.

Project: the Works assigned by the Client to the Main Contractor as well as related deliveries, if any, as described in the Main Contract.

Execution Term: the term within which the Works, or parts or phases of the Works, must be executed.

Site: the location where the Works must be executed.

Works: the works as described in Article 1.1 of the Special Terms and Conditions outsourced by the Main Contractor to the Subcontractor according to the terms and conditions of the Agreement.

Working Day: all days except for Saturdays, Sundays, public holidays, annual holidays and compensatory rest days approved of by the joint committee (or other competent authorities) for the construction industry.

Act of 24 July 1987: Act of 24 July 1987 regarding temporary employment, interim work and making available employees to the benefit of users.

2. GENERAL PRINCIPLES

2.1 In its capacity as professional contractor, the Subcontractor assumes full responsibility for the execution of the Works in a professional and safe manner and according to the Agreement, the legal requirements and prevailing standards. It ensures having the necessary licenses and accreditations for executing the Works. 2.2 The Subcontractor will execute the Agreement in such a way that the Main Contractor will be able to fulfil its obligations towards the Client. The Main Contractor made the documents that apply to the Works available to the Subcontractor, which confirms having taken cognizance of them and accepting them. Insofar as the Works are concerned, the Subcontractor commits itself – to the fullest extent and at such first request – to safeguard the Main Contractor against claims in and out of court lodged by the Client and/or third parties and/or public authorities

(including but not limited to: complaints, rejections, (court-imposed and/or administrative) fines, penalties, compensations for damage and/or indemnification claims) in connection with the Works. To this end, the Subcontractor explicitly acknowledges that the Main Contractor will be entitled to deduct from the Subcontractor's invoices, even those relating to other agreements, and/or to call on the Subcontractor's guarantees: the amount of the claims (including, but not limited to, complaints, rejections, reductions in value, fines, penalties, compensations for damage and/or indemnification claims) in connection with the Works. To this end, the Subcontractor explicitly acknowledges that the Main Contractor will be entitled to deduct amounts from invoices for impending or reasonably foreseeable claims.

2.3 The Subcontractor undertakes to immediately inform the Main Contractor in writing about ambiguities, gaps, errors or inconsistencies in or among the Contract Documents or between different written documents or between written documents and verbal instructions given to it. Adjustments are but allowed with the written consent of the Main Contractor. For lack of any reaction from the part of the Subcontractor within seven Working Days after having received these documents, or within a shorter term if so imposed by the Main Contract, the Subcontractor is considered having accepted these documents without any reservation whatsoever. All changes that would later on result from ambiguities, gaps, errors or inconsistencies will be fully on the Subcontractor's account.

2.4 The Subcontractor acknowledges having familiarised itself with the site layout and access roads. By commencing the works, the Subcontractor accepts the site in its current state. If its Works build on works executed by other contractors or on existing works, the Subcontractor acknowledges having taken cognizance of the state and characteristics of these works and – by commencing the Works – it also accepts the state and characteristics of these earlier works.

2.5 The Subcontractor solely adheres to the instructions of the Main Contractor insofar as the planning, organisation and execution of the Works are concerned.

3. SUBCONTRACT

3.1 The Subcontractor is not allowed to outsource the whole of part of the Works unless with the prior written consent of the Main Contractor, to be obtained at least 5 Working Days prior to the start of the works of the sub-subcontractor.

3.2 The Subcontractor remains fully responsible for the proper execution of the Works by any of its sub-subcontractors.

3.3 The Subcontractor must ensure that its own subcontractors not only observe all obligations of the Agreement but also all legal obligations. Furthermore, the Subcontractor undertakes to impose on its sub-subcontractor a ban to engage a subcontractor itself except with the prior written consent of the Main Contractor, to be obtained at least 5 Working Days prior to the execution of the relevant subcontracting agreement. This requirement applies to all links in the chain in such a way that all sub-subcontractors must observe the terms and conditions of the Agreement.

3.4 10 calendar days prior to the start of its activities at the latest, the Subcontractor must provide the following

information about itself and its sub-subcontractors, if any, to the Main Contractor: (i) name; (ii) contact data and (iii) legal representatives. All changes in the above-mentioned data must be immediately communicated by the Subcontractor. To this purpose, the Subcontractor will impose the same obligation upon all its sub-subcontractors, if any, whatever their position within the supply chain.

Whenever the Client draws up a report establishing a shortcoming,

the Main Contractor will immediately inform the Subcontractor about this. The Subcontractor has a term of 7 calendar days to pass on missing information. The non-observance of the present clause represents a serious contractual fault and may give cause to the sanctions established in the Agreement.

3.5 The subcontracting chain is limited to (2 or 3) levels as imposed by the relevant legislation on (the execution of) public contracts. An extra level is but allowed in the cases described by the Act. However, the Subcontractor is not allowed to subcontract the whole of the Works. The mere coordination of the Works does not suffice. The Subcontractor will impose this restriction upon all its (sub-)subcontractors and ensure its observance. The non-observance of the present clause represents a serious contractual fault and may give cause to the sanctions established in the Agreement.

4. SCOPE OF THE WORKS – PRICE LIST – CHANGES

4.1 The Works include all direct or indirect performances, (additional) works, repairs, deliveries, studies, surveys, measurements, etc. that are necessary and/or useful for the execution of the Works according to the applicable laws and regulations, the relevant standards, the terms and conditions of the Contract Documents and current industry practices and to the satisfaction of the Main Contractor, the Client and inspection authorities.

4.2 The Works include among others (i) the preparation of all necessary execution plans or other documents as requested by the Main Contractor; (ii) the coordination of the Works with those of the Main Contractor and other subcontractors; (iii) the preparation of the site of the Subcontractor, including scaffolding, site containers, cafeterias, changing rooms, etc. insofar as these have not been made available to the Subcontractor by the Main Contractor; (iv) testing and delivery of test instruments, submitting of samples and models; all formalities and procedures required for observing the relevant legislation and regulations, among others environmental and soil protection regulations, labour regulations, safety rules and fiscal legislation; (v) removal and separation of waste and contaminants resulting from the execution of the Agreement; (vi) composing the "as-built" file, safety plan, risk analysis; (vii) all actions necessary for the acceptance of the Works; (viii) all actions necessary for the proper execution of the Agreement, including repairs or replacements that would be required to this end.

4.3 Quantities apply as estimated or fixed according to the price list. Estimated quantities are given by way of information only and are subject to fluctuations; these fluctuations cannot give cause to adjustments to the unit prices or to any compensation for damage whatsoever. Estimated quantities are verified after the Works have been executed. The measured quantities can never exceed the

actually executed quantities or be higher than the quantities accepted by the Client and paid to the Main Contractor.

4.4 The Main Contractor may at all times cancel works, wholly or partially, without any justification being required. The Subcontractor will but be entitled to the reimbursement of executed works, excluding any Price revision or compensation for loss of profit. The above applies regardless of the reason for the whole or partial cancellation.

4.5 The Main Contractor may at all times make amendments to the Works (adding or cancelling works, alterations). Such changes are but valid insofar as these have been specifically confirmed in writing by the Main Contractor. Changes to the Works do not provoke an extension of the Execution Term, an adjustment of the Price or a compensation for damage unless with the written consent of the Main Contractor, given prior to the execution of these changes. If the Subcontractor is entitled to a compensation for these changes or to a Price adjustment, such compensation or adjustment will be established according to the unit prices established in the price list. If no unit prices have been established or for lack of a unit price for such works, a new price will be agreed upon between both Parties prior to the execution of these changes. Under no circumstances, any dispute regarding the new price or Execution Term to be applied can be invoked to justify a refusal from the part of the Subcontractor to start or continue with the execution of the relevant changes. As for changes to be executed at the request of the Client, the Subcontractor is but entitled to a revision of the Price or an adjustment of the Execution Term if and to the extent that these have been awarded by the Client for the Works.

4.6 The Subcontractor is at all times entitled to propose changes but is not allowed to execute them without the prior written consent of the Main Contractor. Changes executed without the prior written consent of the Main Contractor can under no circumstances give cause to an extension of the Execution Term or an increase of the Price or any other compensation for the Subcontractor and are considered having been executed to the benefit of the Main Contractor. The Subcontractor is but entitled to a revision of the Price or an adjustment of the Execution Term if and to the extent that these have been awarded by the Client for the Works.

4.7 The Main Contractor reserves the right to instruct the Subcontractor in extraordinary circumstances to execute works at an hourly rate. These works must be the object of a prior written agreement on the hourly rates to be applied to the relevant works. Works executed at the established hourly rates are submitted for undersigning on the very day on which the performances have been executed. Works at an hourly rate that are not the object of a performance note signed by the Main Contractor do not qualify for invoicing.

5. PRICES, PAYMENT AND GUARANTEE

5.1 The Price covers all Works to be executed by the Subcontractor according to the Agreement, including all additional works, studies, deliveries and performances that, even if not explicitly included, are necessary or useful for the flawless execution of the Works, even in case of errors, ambiguities and gaps in the bill of quantities and/or imperfections in the plans. The indicated unit prices are fixed prices. If estimated quantities are mentioned, the unit prices apply to the actually executed net units (m³, m², percentage, etc.). The unit prices are considered having been drawn up

according to the Subcontractor's own calculations and to include all necessary elements such as, among others, wages, social security contributions, equipment, duties, taxes of whatever nature, costs for intellectual property rights and travel expenses so that the Subcontractor cannot invoke any error or omission for applying for a price adjustment.

The Price includes all (import and export) duties and taxes that refer to the execution of the Works, regardless of the authority imposing them (municipality, province...).

5.2 Invoicing is done according to the clauses of the Special Terms and Conditions and the relevant provisions of law. If invoices do not observe these formalities, they are automatically and legally considered as being immediately protested.

5.3 All payments are to be considered as advance payments up to the approval of the final settlement. Under no circumstances will these payments be considered as an acceptance of the works for which they have been made.

5.4 Unless specifically mentioned otherwise in the Special Terms and Conditions, invoices drawn up according to the provisions of the Agreement will be paid within 60 calendar days after the invoice date, provided that this invoice date corresponds with reality and provided that the Main Contractor received the corresponding payment from the Client. If the Subcontractor did not sign and return the Agreement, it is not entitled to any payment and the payment obligation will be suspended until a signed Agreement has been returned to the Main Contractor. The Subcontractor is not entitled to suspend or delay its works, neither temporarily nor permanently, on account of the whole or partial (temporary) non-payment of one or more of its invoices.

5.5 The Main Contractor is entitled to – temporarily or finally – settle payments that it is due to the Subcontractor with payments that it owes or will reasonably owe from the Subcontractor in connection with the Works or other works that the Subcontractor executes for the Main Contractor, including works executed on other sites. To this end, the Main Contractor may, at its discretion, make the necessary deductions and/or call upon the performance guarantee provided by the Subcontractor. This provision also applies upon the bankruptcy, liquidation or cessation of business from the part of the Subcontractor or upon the early termination of the Agreement, whether or not the relevant debt is payable, fixed or certain.

5.6 Post-maturity interests can only be due on due and payable invoices that have been drawn up in accordance with the Agreement and have not been protested against after the Subcontractor has served a formal notice to the Main Contractor by registered mail. The interests only start to become effective on the tenth working day after receipt of the formal notice. The Parties explicitly agree that the interests cover the full damage caused by the delay in payment and that the Subcontractor cannot claim any other compensation whatsoever. Interests are granted at the legal interest rate, as established by application of the Law of 5 May 1865 on loans at interests and the Law of 2 August 2002 regarding the fight against payment arrears in commercial transactions. By application of Article 1254 of the Civil Code, it is agreed upon that payments will first be allocated to the principal sum and then to the interests and additional costs.

The Subcontractor is not entitled to suspend or delay its Works, neither temporarily nor permanently, on account of the non-payment of one or more of its invoices or on account of discussions with the Main Contractor concerning a settlement, measurement or additional work. 5.7 The Main Contractor will be entitled, amongst other things, to call upon the guarantee provided by the Subcontractor or to finally retain the amounts retained as a guarantee to the amount of the compensation for damage and costs resulting from a breach by the Subcontractor of his obligations under the Agreement, such to the amount corresponding with the amounts due by the Subcontractor to the Main Contractor and to the amount corresponding with the amount for which the Client has called upon the guarantee of the Main Contractor in relation to the Subcontractor's obligations. The Main Contractor will also be entitled to call upon the guarantee if the Subcontractor has failed to extend the bank guarantee or to provide a new bank guarantee in accordance with the Agreement.

6. EXECUTION TERM AND PLANNING

6.1 The Subcontractor commits itself to strictly observe the agreed upon Execution Term and planning. This constitutes an obligation of result as well as an essential condition of the Agreement. The Subcontractor can only invoke force majeure and adverse weather conditions if so approved of by the Client. The general planning of the Main Contract and changes to it that have an impact on the activities of the Subcontractor will be systematically passed on to the Subcontractor. Upon the start of the Works at the latest, a detailed planning is drawn up in which the Subcontractor clearly mentions when which decisions must be made or approvals must be given to be able to observe the Execution Term, taking into account customary study and delivery terms. In its planning, the Subcontractor should also consider the normal on-site working hours, i.e. from Monday to Friday from 07.00 to 17.30 h, except for holidays and collective days of leave.

The Main Contractor is entitled to postpone all or part of the Works to a later date depending on the commitments and uncertainties of the Main Contract. The Subcontractor will accept these changes without such entitling it to claim an adjustment of the Price, a compensation for damage or an extension of the Execution Term, unless the Main Contractor itself can invoke such rights from the Client and only to the extent that these are also awarded by the Client and refer to the Works. The Subcontractor acknowledges that the Client is entitled to suspend the Works and that the Main Contractor must coordinate the works of the various subcontractors working on the Site. The Subcontractor will in this regard adhere to the instructions of the Main Contractor. The Supplier cannot claim an adjustment of the Price, a compensation for damage or an extension of the Delivery Term, unless the Main Contractor itself can invoke such rights from the Client and only to the extent that these are also awarded by the Client and refer to the Works. The Subcontractor commits itself to inform the Main Contractor immediately about any fact or circumstance that may have an impact on the Execution Term, regardless whether or not the Main Contractor may already be aware of it.

6.2 To compensate for damage incurred by the Main Contractor on account of a delay for which the Subcontractor is accountable, the Subcontractor will be due

to the Main Contractor an irreducible compensation for damage as established in the Special Terms and Conditions, such without prejudice to the Main Contractor's entitlement to the full payment of all damage caused by the delay for which the Subcontractor is accountable that would not be covered by this compensation for damage. The Subcontractor must also indemnify and safeguard the Main Contractor against claims lodged because of this delay by third parties such as the Client. The above-mentioned payment obligations apply to the non-observance of the Execution Term and of partial or interim terms.

7. EXECUTION OF THE WORKS

7.1 The Works must be executed as specified in the Contract Documents. The Subcontractor works as a qualified specialist on its own responsibility and must erect its site installations (including its site shed) at the locations explicitly indicated by the Main Contractor.

7.2 The Main Contractor can at all times order the suspension or renewed execution of non-conforming Works (including fabrication and/or production activities) and refuse all Works, equipment and/or materials that do not show the pre-set quality or that in any other way do not correspond with the content of the Contract Documents. The Main Contractor and the Client are at all times entitled – in the warehouses or workshops of the Subcontractor or its supplier or sub-subcontractor (for which the Subcontractor warrants performance and is fully responsible), on the Site or at any other useful location – to inspect the Works that are being executed as well as the raw materials, products that are being made and finished products and all materials or equipment used or useful for the execution of the Works, and to retrieve all useful information in this regard and – as the case may be – ask for demonstrations of their operation, samples, models or types. The related costs are at the expense of the Subcontractor.

7.3 During the execution of its Works and upon any intervention from the part of the Subcontractor, the latter is responsible for the cleanliness and neatness of its part of the Site. The Subcontractor will clear and clean up its part of the Site on a daily basis. The Subcontractor will clean up its share of the Site (including the site shed and facilities assigned to the Subcontractor) on a daily basis (unless the Subcontractor actually contributes to the costs of the Main Contractor to carry out the corresponding cleaning works). At the end of its Works, the Subcontractor will clear and clean up its part of the Site entirely. If after a formal notice the Subcontractor does not proceed within the set term with clearing up the waste, debris, rubble, packaging, etc. and with cleaning up its part of the Site, the Main Contractor will be entitled to do it itself or have it done by a third party, at the cost and risk of the Subcontractor and without requiring prior permission from court to do so.

7.4 The Subcontractor undertakes to provide the Main Contractor during the execution of the Works in a timely manner with all documents (among others calculations, technical datasheets, material specifications, inspection certificates, quality plans and detailed plans, certificates, as-built documents, documents for EPB-calculations...) that the Main Contractor needs to comply with the obligations imposed by the Client, permits and/or applicable laws and regulations.

7.5 At the request of the Main Contractor, the Subcontractor will attend the site meetings and all other meetings deemed necessary by the Main Contractor. The report or minutes of meetings have the same evidential value vis-à-vis the Subcontractor as a registered letter.

7.6 The Subcontractor delegates a representative who masters the language of the Agreement and has adequate technical expertise as well as the authority to commit the Subcontractor and who consults with the Main Contractor on the execution method and gives the necessary instructions to the Subcontractor's on-site employees and sub-subcontractors. The Subcontractor communicates the identity of this representative to the Main Contractor prior to the start of the Works. The Main Contractor reserves the right to have the representative replaced for good reason.

7.7 Unless explicitly agreed upon otherwise, the Subcontractor is not allowed to use forbidden tools and/or equipment belonging to the Main Contractor. The Main Contractor may invoice every use of its tools and/or equipment to the Subcontractor.

7.8 Up to the provisional acceptance of the Works, the Subcontractor is responsible for the surveillance, maintenance and cleaning up of its own Works. The Subcontractor must take all useful and/or necessary measures for the protection, conservation and integrity of the Works. The Main Contractor is not responsible for any damage to and/or theft of works, materials and/or equipment of the Subcontractor.

8. TRANSFER OF TITLE AND RISK

8.1 All materials and supplies delivered to the Site or elsewhere (e.g. to the workshop of a processor or co-subcontractor) by the Subcontractor in view of their use and incorporation during the execution of the Works will automatically become the full and exclusive property of the Main Contractor as from their delivery to the Site. The same applies to materials and supplies that are stored at the Subcontractor's but have already been paid by the Main Contractor, be it only partially. As such, the Subcontractor, receiver, Subcontractor's creditors or any other rightful claimant are not allowed to remove any of these materials and supplies from the Site or from the Subcontractor's establishment without the prior and explicit consent from the Main Contractor.

8.2 The risks associated with these materials and supplies and with the Works as well remain on account of the Subcontractor up to the provisional acceptance of the Works.

9. ACCREDITATION

9.1 If the Main Contract is subject to the regulations on public contracts, the Subcontractor will, for the entire duration of its Works, be accredited in the corresponding class and category or subcategory as is required for the execution of the Works. Prior to starting the Works, the Subcontractor must submit to the Main Contractor exhibits showing the corresponding accreditation.

9.2 Foreign subcontractors must also be able to supply this evidence by showing that they meet the conditions for obtaining such accreditation.

9.3 If the Subcontractor loses this accreditation during the execution of its Works, it must inform the Main Contractor about this within two Working Days by registered mail.

9.4 The Subcontractor must impose the same obligation

upon all its sub-subcontractors, if any, whatever their position within the supply chain. Whenever the Client draws up a report establishing a shortcoming, the Main Contractor will immediately inform the Subcontractor about this. The Subcontractor has a term of 7 calendar days to pass on missing information. The non-observance of the present clause represents a serious contractual fault and may give cause to the sanctions established in the Agreement.

10. GROUNDS FOR EXCLUSION FROM PUBLIC CONTRACTS

10.1 If the Agreement is concluded in connection with a public contract, the Subcontractor warrants that the grounds for exclusion established in relevant legislation regarding public contracts, i.e. mandatory grounds for exclusion, fiscal and social security debts and optional grounds for exclusion, do not apply to it. The Subcontractor will submit the corresponding statements and certificates to the Main Contractor.

10.2 If such ground for exclusion would apply, the Subcontractor will either take corresponding corrective actions or show – whether or not in combination with a regularisation – that it need not be excluded in spite of the existence of fiscal or social security debts.

10.3 All changes in the above-mentioned situations must be communicated immediately to the Main Contractor.

10.4 Whenever the Client draws up a report establishing a shortcoming, the Main Contractor will immediately inform the Subcontractor about this. The Subcontractor has a term of

7 calendar days to pass on missing information.

10.5 The non-observance of the present clause 10 represents a serious contractual fault and may give cause to the sanctions established in the Agreement.

11. QUALITY ASSURANCE

11.1 The Subcontractor acknowledges being aware of the fact that the Main Contractor follows a number of quality, safety and environmental management systems. Within the scope of their contractual performances and deliveries, the Subcontractor and, as the case may be, sub-subcontractors for which it is accountable, will adhere to the relevant procedures so as to ensure the quality assurance ('QA') level pre-set by the Main Contractor.

11.2 If the Subcontractor applies a quality assurance system of its own, it must, prior to starting the Works, submit this system and its quality control plan ('QCP') for the Site (the set of quality assurance documents that will be applied on the Site to warrant the quality of the executed works) for approval to the Main Contractor's site management.

11.3 The Subcontractor undertakes, at its own expense and whenever applicable, (i) to obtain, prior to the start of the relevant works, the timely approval for its manufacturing or construction procedures, drawings, specifications, etc.; (ii) to observe the aggregated production control process and/or, if applicable, the QCP and to make sure that, as the case may be, test reports, tests, samples and certificates are drawn up, taken or delivered; (iii) to the extent applicable, to calibrate its measuring and control instruments; and (iv) to observe the quality manual of the Main Contractor regarding general contracts and procedures.

11.4 The Main Contractor is entitled, at the Subcontractor's expense and risk, to interrupt or suspend its Works and/or not to accept its products and services for as long as and/or when the Subcontractor (i) deviates from its QA programme

as accepted by the Main Contractor or (ii) does not observe the production procedures, QCP, measures for improvement or corrective actions deemed proper by the Main Contractor.

12. ENVIRONMENT

12.1 The Subcontractor commits itself to execute the Works with due respect for the environmental protection laws and regulations. It will also comply with the environmental protection regulations that apply on the Site. Clearing up and disposing of its waste outside the Site and cleaning up after work are responsibilities of the Subcontractor and must be performed at its expense on a daily basis; the corresponding costs are included in the Price.

12.2 The Subcontractor must collect inert waste, recoverable and recyclable waste and other non-toxic waste separately.

12.3 Should the Subcontractor produce hazardous waste, this must be collected according to the relevant safety regulations in designated containers delivered at its expense.

13. HEALTH AND SAFETY

13.1 Insofar as applicable, the Subcontractor undertakes to comply with its health and safety obligations (including good housekeeping and hygiene), as these have been established in, among others, the ARAB regulations for construction sites and the Codex on the Well-Being of Employees. The Subcontractor must ensure this both for its own personnel and for third parties engaged by it. All persons working on the Site must coordinate their activities and mutually inform one another on existing or potential professional risks. In this regard, we also refer to the 'HSE rules for subcontractors/independent workers on Belgian construction sites', which have been attached to the Agreement.

13.2 The Subcontractor will ensure that every employee and/or third party that it engages and enters the Site for the first time, has been informed about the prevailing safety and health instructions. The Subcontractor will also ensure that the safety- and health-relevant information provided by the Main Contractor is passed on to its on-site employees. This obligation does not relieve the Subcontractor from its own legal safety and health obligations. If the Subcontractor or any of its employees fails to fully observe the above-described obligations, the Main Contractor or Client will – after a prior formal notice – take the necessary measures itself at the Subcontractor's expense. In the event of an imminent, serious hazard, the Main Contractor is relieved from its obligation to serve a formal notice.

13.3 The Subcontractor will draw up its project-specific health and safety plan in the language of the Agreement and submit it to the Main Contractor at least 15 calendar days prior to the start of the Works. This health and safety plan contains an analysis of the risks associated with the execution of the Subcontractor's on-site activities, both for its own personnel and for any other intervening party on the Site. This risk analysis takes into account the Site-specific working conditions and establishes the resulting prevention, hygiene and protection measures that will be applied. The Subcontractor undertakes to adjust this safety plan at such simple request from the Main Contractor or safety coordinator.

13.4 To ensure an efficient safety coordination on the Site, the Subcontractor must appoint an on-site safety supervisor who will attend the coordination meetings organised by the

Main Contractor or the safety coordinator to which he is invited. This safety supervisor must master the language of the Main Contract.

13.5 The Subcontractor must at all times observe the safety and health instructions given by the Client and/or the safety coordinator, site management and/or prevention department of the Main Contractor. All members of staff of the Client and the Main Contractor are entitled to impose the observance of all on-site prevention and protection regulations. The Subcontractor will take all necessary precautions so as to ensure the protection and safety of its own personnel, the personnel of the Main Contractor and co-contractors and all other craftsmen and third parties that are present on the Site.

13.6 Unless agreed upon otherwise, the Subcontractor is responsible for the implementation and observance of personal and collective protection and hygiene measures. In no circumstances whatsoever, collective protection equipment may be removed, displaced or adjusted save with the explicit and written consent of the Main Contractor and/or safety coordinator. The Main Contractor rejects all responsibility for accidents or diseases that may occur during the use of its equipment (scaffolding, ladders, goods lifts etc.) by the Subcontractor. Before allowing its staff to work with it, the Subcontractor must check that this equipment fully corresponds with the applicable safety regulations (prevention and protection). All on-site agents and employees of the Subcontractor must use the required and necessary individual protection equipment made available by the Subcontractor on its own and sole responsibility. The Main Contractor can under no circumstances be held responsible for the non-availability or for the defective or unsuited nature of individual protection equipment.

13.7 All equipment used by the Subcontractor to execute its works and the execution of these works itself must fully observe all prevailing clauses of the ARAB regulations and of the Codex on the Wellbeing of Employees as well as all environmental protection regulations and all corresponding Royal Decrees, Ministerial Orders, European Regulations and Directives, etc. All machines must comply with the prevailing legislation, at all times be in a good operational state and be maintained such that they cannot cause any hazard to their operators or to other on-site employees. The Main Contractor reserves the right to deny access to equipment that does not comply with the above-mentioned provisions. For every machine that must be inspected by a recognised inspection body, the most recent inspection report as well as the commissioning report signed by the prevention officer of the Subcontractor must be available for perusal to the competent inspection bodies, the Client and the Main Contractor. The Subcontractor will see to it that the compulsory periodical inspections are carried out. All machines and devices of the Subcontractor must be fitted with instruction cards. These must be attached to the machine or device at a clearly visible spot and contain clear and sufficient instructions for operating the machine in a safe way. The Subcontractor must ensure that the machines and devices are always used by competent staff that has been trained to this purpose.

13.8 In accordance with article 94ter § 2 of the Act of 4 August 1996, the Subcontractor undertakes to designate the prevention officer prior to the start of the Works. The latter

will, as the case may be, be entrusted with the investigation of serious accidents on the Site. The Subcontractor must inform the Main Contractor immediately about any incident or industrial accident involving one of its own employees or employees of its subcontractors and to communicate to the Main Contractor every month the number of lost days on account of industrial accidents. The Subcontractor is compelled to transmit the declaration form of an industrial accident for its insurance company by fax or e-mail to the Main Contractor's site management for information purposes. If a serious accident in the sense of the Royal Decree of 24 February 2005 has occurred and a detailed report must be drawn up, the Subcontractor is compelled, minimum two Working Days prior to sending the report to the competent authorities, to send this document by fax or e-mail to the Main Contractor's site management for inspection. When transmitting the final comprehensive report to the competent authorities, the Subcontractor will send a copy to the Main Contractor.

14. PERSONNEL

14.1 The Subcontractor will make available qualified personnel for the execution of the Works. The number of workers made available by the Subcontractor will always be adjusted to the importance of the Works to be executed and the Execution Term to be observed.

14.2 The Main Contractor can demand from the Subcontractor that the latter removes (a) person(s) working on the Site or has him/her (them) removed in the event of persistent (i) misconduct, (ii) conduct that is detrimental to health, safety and the environment, or (iii) if, in general, this person doesn't (these persons don't) adhere to the provisions of the Agreement. In such event, the Subcontractor will appoint another suitable person (other suitable persons) to carry out the on-Site Works in his/her (their) place.

14.3 In accordance with the Act of 4 August 1996 regarding the wellbeing of employees, the Subcontractor and its subcontractors must register every day all data on the on-Site presence of every person executing Works on its behalf and such before this person enters the Site. The Subcontractor undertakes to register these data effectively and correctly and to send them to the database of the national social security office ('RSZ') (Checkin@Work). This obligation applies to every subcontracting level. In this respect, the Subcontractor is reminded that article 16, § 1, 3° and 4° and § 3 of the Act of 8 December 1992 regarding the protection of privacy in connection with the processing of personal data must be adhered to. This registration does in no way imply any exercising of any employer's authority. The Subcontractor will be fully responsible – indemnifying the Main Contractor to the fullest extent – for all losses, accidents, direct and indirect damage (including fines, if any) and/or complaints of any nature whatsoever that result from the non-observance or incorrect application of this article by the Subcontractor and/or its (sub-)subcontractors (regardless of the subcontracting level). Considering the extent of the liability involved, the Main Contractor will be entitled to legally suspend the execution of its obligations at the expense of the Subcontractor and/or to terminate the Agreement at the expense of the Subcontractor upon the non-observance of this article by the Subcontractor and/or its (sub-)subcontractors. Anyway, the Main Contractor

reserves the right to deny access to the Site to all persons that do not comply with the obligations of the present article. The Subcontractor will fully indemnify the Main Contractor for all damage directly or indirectly resulting from these shortcomings and safeguards the Main Contractor against claims lodged by third parties (a/o the Client) on account of them.

14.4 The Subcontractor will only employ personnel and/or all upon third parties that are adequately competent and have the necessary qualifications.

14.5 The Subcontractor undertakes, on its own responsibility, to pay its personnel wages and fees in accordance with the prevailing regulations for the relevant subcontracts and, more in general, to observe all fiscal and social legislation, as well as the working regulations that apply to the personnel that it employs in connection with the execution of the Works. The Subcontractor also commits itself to provide the Main Contractor at such first request with all information and (supporting) documents so as to enable the latter to check whether the above-mentioned obligations have indeed been observed by the Subcontractor. Foreign subcontractors must observe the working regulations and wage and employment conditions as these have been established by Belgian laws and regulations or by conventional provisions for all work performances that are carried out in Belgium.

For employees of the Subcontractor and, as the case may be, self-employed persons who are not EU citizens, all formalities regarding work cards and work permits and all obligations in connection with the access to and residence in the country in which the Works are executed, must be observed.

2 Working Days prior to starting the Works (and prior to all subsequent expiry dates), the Subcontractor will provide the Main Contractor with a copy of all relevant documents for all persons involved in the execution of the Works: (i) all secondment forms (e.g. A1, L1); (ii) all receipts (L-1); (iii) all passports or identity documents; (iv) work cards; and (v) work permits. The Subcontractor or its proxy will keep a copy of all individual accounts and payslips of the employees seconded by it to Belgium at the disposal of the competent inspection bodies. If the Subcontractor employs foreign workers and/or self-employed persons on the Site and it is established during an inspection that one or more persons do not have valid Limosa, Dimona and/or secondment forms (e.g. A1), a flat rate fine of €5000.00 per infringement will be charged (unless otherwise agreed upon in the Special Terms and Conditions), without prejudice to the other rights of the Main Contractor and without prejudice to the right of the Main Contractor to recover from the Subcontractor the actual damage (including fines) caused by the Subcontractor's non-compliance with the relevant regulations.

14.6 According to article 7/1 of the Secondment Act, the Subcontractor must at all times be able to submit the necessary documents through the Contact Person at such first request from the competent Belgian authorities, such as, among others, (1) a copy of the employment contract of seconded employees or an equivalent document (2) information on the foreign currency used for paying the wages, the benefits in kind and the conditions for the repatriation of seconded employees, (3) an overview of the

working hours indicating the start, end and duration of the daily working time of seconded employees; (4) payment receipts for the wages of seconded employees. These documents must be submitted at such first request in any of the Belgian national languages or in English. The Subcontractor also undertakes to submit these documents at such first request to the Main Contractor, as well as a translation in any of the Belgian national languages or in English.

According to article 7/2 of the Secondment Act, the Subcontractor undertakes to appoint a contact person ("Contact Person") prior to the employment of seconded employees in Belgium and to properly communicate the data of this Contact Person to the competent Belgian authorities. The Subcontractor also undertakes to pass on the data of this Contact Person, as well as all changes to them, to the Main Contractor.

14.7 The Subcontractor explicitly undertakes not to employ personnel that is staying illegally in Belgium and not to use subcontractors that employ persons staying illegally in Belgium.

14.8 If the Works are executed within the scope of a public works contract, the Subcontractor must also observe the specific working conditions as established in the relevant legislation.

14.9 All personnel of the Subcontractor remains at all times under the latter's authority, management, supervision and responsibility and will at no time be regarded as employees or agents of the Main Contractor. The Main Contractor will not be entitled to exercise any authority over the Subcontractor's personnel that is normally assigned to an employer.

According to article 31, §1, second and third clause of the Act of 24 July 1987, the Parties acknowledge and accept that the observance by the Main Contractor of its obligations in the field of the wellbeing at work and the instructions that may be given by the Main Contractor during the execution of the Works cannot be considered as the exercising of any authority by the Main Contractor over Personnel engaged by the Subcontractor for the execution of the Works.

The Parties explicitly agree that the following instructions are regarded as "instructions within the scope of the execution of the Works": (i) instructions regarding the observance of the Subcontractor's obligations in terms of ensuring the wellbeing of its employees and all safety obligations in the widest sense of the word; (ii) instructions regarding the execution and planning of the Works to be executed as well as interim alterations, if any, to be taken into account by the Subcontractor while executing the Works; in this context, the Main Contractor is entitled, particularly in view of the invoicing of the Works to be executed, to check the working and rest periods of the Subcontractor's personnel; (iii) instructions regarding the opening and closing hours of the construction site as well as (to the extent applicable) the periods in which the works are interrupted; (iv) instructions and/or technical advice regarding the use and/or maintenance of machines, equipment and goods of the Main Contractor, including all training that might be required for the execution of the Works and that are typical of the Main Contractor; (v) instructions regarding access to the locations and/or facilities of the Main Contractor; (v) instructions regarding

the procedures and methods of the Main Contractor that must be taken into account during the execution of the Works; (vii) instructions regarding urgent and/or protective interventions or actions that may be required to ensure the safety and wellbeing at work or to prevent economic damage or to assure the quality of the Works and to avoid that the incorporation of unsuited or non-conforming materials would cause damage and/or that defective work would be covered, including the temporary suspension of the Works; (viii) instructions resulting from the Specifications or other Contract Documents; (ix) urgent provisional and/or protective measures that must be taken to prevent and/or limit damage to works of the Main Contractor; (x) instructions and comments upon the incorrect execution of the Works; and (xi) in general, all instructions that are directly related to the proper execution of the Works.

The Parties acknowledge and accept that the above-mentioned instructions by no means undermine the employer's authority of the Subcontractor or the latter's own subcontractors, if any.

So as to enable the Main Contractor to give instructions within the scope of the provisions of the Act of 24 July 1987, the Subcontractor will designate a person as project/site manager, who will be the contact person for the site management of the Main Contractor (the "Central Contact Person"). This Central Contact Person will then be responsible for the daily instructions to the Subcontractor's personnel so as to ensure the correct execution of the works. If this person cannot be reached or is absent, the Subcontractor will immediately inform the Main Contractor and designate an alternate Central Contact Person. The designated project/site manager is the Main Contractor's only on-site contact person. The Subcontractor must ensure that its own subcontractors, if any, also designate a responsible person as their contact person.

15. SOCIAL, FISCAL AND WAGE DEBTS

15.1 The Subcontractor confirms that it has no social security or fiscal debts and that none of the subcontractors that it calls upon has such social security or fiscal debts either; the Subcontractor will provide the Main Contractor with corresponding supporting documents at such first request. The Subcontractor must immediately inform the Main Contractor about any alteration that would occur during the execution of the Works in its financial situation vis-à-vis the national social security office or tax office.

15.2 As soon as the Main Contractor would obtain knowledge of social security or fiscal debts owed by the (sub-subcontractor of the) Subcontractor or as soon as the Main Contractor would be made jointly and severally liable for such debts according to articles 30bis §3/1 of the Act of 27/06/1969 or article 402 §8 of the Income Tax Code ('WIB'), the latter will be entitled, immediately and without requiring a formal notice or prior court intervention, to terminate the Agreement on account of the Subcontractor. The Subcontractor must immediately inform the Main Contractor if it receives notice of default by application of the aforementioned articles.

In the event of social security debts, the Main Contractor is legally compelled to transfer 35% of every invoice still to be paid, if any, to the national social security office. If it concerns a foreign subcontractor, the latter will always be

presumed having social security debts if it cannot submit valid (and non-expired) secondment forms for every employee or agent prior to and on the date of payment of the invoice. In such event, the Main Contractor will – without prior notice – transfer 35% of the invoice to the national social security office.

In the event of fiscal debts, the Main Contractor is legally compelled to transfer 15% of every invoice to the tax office. Upon any infringement of this article by the Subcontractor and without prejudice to the other provisions of the Agreement, the Main Contractor will be entitled to withhold from the invoices and guarantees of the Subcontractor: the amount of the penalties, fines, sanctions (including those imposed for the non-fulfilment of the Limosa obligations), deductions, salaries, compensations (for damage) as well as the amount of the Subcontractor's social security or fiscal debts imposed upon it personally or by application of the relevant legislation (on account of its joint and several and/or subsidiary liability). To that end, the Subcontractor explicitly recognises that the Main Contractor is entitled to suspend payment of outstanding invoices issued by the Subcontractor, even those related to other agreements, for as long as the national social security office or tax office or the Client can appeal to its joint and several and/or subsidiary liability and have not yet established the outstanding amounts due. Pending the outcome, the Client will but resume payment after – at such first request – an unconditional bank guarantee has been submitted to the amount of the invoices for which payment has been suspended.

15.3 In case the General Labour Inspectorate reports to the Main Contractor that the Subcontractor or any of its (sub-)subcontractors is defaulting on their obligation to pay their employees in a timely manner the wages they are entitled to by application of article 35/2 of the Act of 12/04/1965, the Main Contractor has the option to either legally and immediately terminate the Agreement at the expense of the Subcontractor without requiring a formal notice or prior court intervention, or to continue the execution of the Agreement on the condition that the Subcontractor provides the Main Contractor with sufficient financial guarantees covering the Main Contractor's joint and several liability.

15.4 The Subcontractor confirms to the Main Contractor that it has received the contact details of the website of the Federal Public Service for Employment, Labour and Social Dialogue, which includes information regarding the applicable wages (as referred to in article 35/6/1, 9°, Wage Protection Act): www.minimumlonen.be and, in more general terms, www.werk.belgie.be and makes sure that third parties engaged by it also consult this website.

The Subcontractor confirms that it pays and will continue to pay in a timely manner the wages to be paid, as these appear from the information provided by the competent public authority on the aforementioned website, to its employees and that it imposes the same obligation upon its own subcontractors.

16. ACCEPTANCE INSPECTION

16.1 Before proceeding with the provisional acceptance inspection, the Subcontractor will provide the Main Contractor with all documents and data needed for obtaining the provisional acceptance under the Main Contract, including the complete as-built file with plans, user

manual and maintenance booklets. It removes all its equipment, waste and debris and proceeds with the final cleaning up of the Works.

16.2 The Works will be provisionally and finally accepted by the Client and Main Contractor according to the procedures, conditions and terms established in the Main Contract. The provisional and final acceptance of the Works will only take place after the provisional and final acceptance of the Project by the Client, in which case the acceptance report between the Client and the Main Contractor will also serve as the acceptance report between the Main Contractor and the Subcontractor. All comments made by the Client in connection with the Works will be regarded as part of the comments of the Main Contractor vis-à-vis the Subcontractor, without prejudice to the Main Contractor's right to formulate own comments as well, in which event a separate report will be drawn up. The Subcontractor must fully safeguard the Main Contractor if the Project cannot be accepted on account of defects or shortcomings in or the non-completion of the Works or for lack of forms or documents to be submitted by the Subcontractor.

16.3 The tacit acceptance of the Works is not an option. The fact that the Works have been entered into use, are being used or are built upon by a third contractor, the absence of complaints from the Main Contractor for a certain period of time, agreement on the final settlement for the Works, the complete payment of the Works, the entire release of the guarantee and/or any action other than the drawing up of a report of provisional or final acceptance can never be put on a par with an actual acceptance or be regarded as a tacit acceptance of the Works.

16.4 The Subcontractor undertakes to remedy all comments made before or during the provisional or final acceptance within the specified time frame and, in any case, as soon as possible.

16.5 The Main Contractor may, after formal notice of the Subcontractor, apply a fixed fee to compensate the delay. The amount of the fee will be identical to the fee fixed in the Special Terms and Conditions and will be applied per calendar day whereon the comments are not remedied, and this without prejudice to the Subcontractor's obligation to indemnify the Main Contractor for any penalties applied by the Client

17. WARRANTIES – 10-YEAR LIABILITY PERIOD

17.1 The Works are subject to the same warranties as the warranties given by the Main Contractor to the Client according to the Main Contract. As from the provisional acceptance, the Subcontractor will at such first request from the Main Contractor intervene and solve all problems, repair, replace or redo defective Works and fully compensate any damage and decrease in value caused directly or indirectly as a result.

17.2 In any event, as from the provisional acceptance the Subcontractor will remain liable for a period of 10 years for all defects as meant by articles 1792 and 2270 of the Civil Code and also for all hidden flaws detected in connection with the Works by application of ordinary law. The Subcontractor fully safeguards the Main Contractor against all claims lodged by the Client or third parties on account of defects in the Works for as long as the Client or third parties can lodge claims against the Main Contractor. If for the Main Contractor the 10-year liability period enters but into force

as from the final acceptance, the same will apply to the Subcontractor's 10-year liability period. In the case of so-called minor hidden defects, the Subcontractor cannot invoke against the Main Contractor the lateness of the latter's claim, lodged after having become aware of them.

18. CONTRACTUAL SHORTCOMING – MEASURES – TERMINATION FOR CAUSE

18.1 The Subcontractor is in default, among others, when failing to meet its contractual or legal obligations. Whenever the Subcontractor is in default, the Main Contractor can take measures, without any court intervention being required, after a formal notice to the Subcontractor remains without positive result. Without prejudice to the application of article 18.2 of the General Terms and Conditions, the Main Contractor can proceed with measures if the Subcontractor fails to respond adequately and within the set time frame. Such measures include among others: (i) denying the Subcontractor, its personnel, its subcontractor or the latter's personnel access to the Site; (ii) using own resources or through third parties, repairing, replacing, re-executing (upon a defective performance) and/or continuing the Works wholly or partially at the expense and risk of the Subcontractor; (iii) rejecting materials or having them removed when these materials fail to observe the pre-set quality or (iv) any other necessary or useful practical measure deemed useful by the Main Contractor.

18.2 In the event of serious contractual shortcomings, the Main Contractor may, without prior notice and without prior court authorisation, terminate the Agreement with immediate effect at the expense of the Subcontractor. The following events are considered as serious contractual shortcomings (non-exhaustive list): (i) the non-observance of the obligation under article 3 of the General Terms and Conditions; (ii) the fact that the Subcontractor or its (sub-)subcontractors or agents have social security and/or fiscal and/or wage debts; (iii) the employment of persons residing illegally in the country; (iv) violations of obligations of whatever nature as imposed by social and labour legislation; (v) the non-observance of provisions in connection with the (electronic) attendance registration; (f) violations of safety, quality, health and environmental regulations; (vi) the non-fulfilment of accreditation conditions described in article 9 of the General Terms and Conditions; (vii) offences penalised by criminal law; (viii) the failure to provide the bank guarantee in a timely manner as established in the Special Terms and Conditions; (ix) not being able to remedy shortcomings, delays, etc. for which a formal notice was served upon the Subcontractor within the time frame established in the formal notice; (x) the fact that the Subcontractor is not in possession of the legally required certificates and accreditations; (xi) the fact that the Subcontractor did not contract the required insurance coverage as imposed in article 22 of the General Terms and Conditions.

The Main Contractor is also entitled to terminate the Agreement upon the decease, bankruptcy, dissolution, liquidation or any other form of imminent insolvency or concurrence of creditors with regard to the Subcontractor's assets or upon a suspension of payments from the part of the Subcontractor or an affiliated company of the Subcontractor insofar as this company realises a turnover amounting to at least 5% of the group's turnover. The same

applies in the event of an (imminent) change of at least 30% in the shareholders' structure of the Subcontractor or the (imminent) appointment of a court-ordered administrator (even for a limited assignment) for the Subcontractor.

In all these events, the Main Contractor will be entitled to a compensation for damage (including, but not limited to additional costs for completing the Works). The Subcontractor, on the other hand, will have no right to any compensation for damage whatsoever.

18.3 If the Main Contractor – within the scope of this article – proceeds with a measure causing a situation in which the whole or part of the Works will not be executed by the Subcontractor, the Main Contractor will invite the Subcontractor to attend the drawing up of a contradictory inventory so as to establish the state of progress of the Works. This invitation will be sent at least 24 hours beforehand. If the Subcontractor is not present, a process-server or independent expert (for instance an architect) will draw up the inventory on the state of progress of the Works. This inventory will be considered as contradictory and enforceable upon the Subcontractor, even if the latter is not present. The costs for this inventory are at the Subcontractor's expense.

18.4 The options and measures of the Main Contractor as described in this Agreement do not affect the rights, competences and options of the Main Contractor according to ordinary law.

18.5 If the Main Contractor proceeds with a measure by operation of law as referred to in article 18, the materials already delivered to the Site will automatically become the full and exclusive property of the Main Contractor. The Main Contractor also acquires the right to continue using the Subcontractor's equipment on the Site up to the completion of the Works.

19. TERMINATION WITHOUT CAUSE

19.1 The early termination of the Main Contract by the Client entitles the Main Contractor to terminate the Agreement. In such event, the Subcontractor will but be entitled to the reimbursement of executed Works and a compensation for incurred damage, if any, to the extent that the Main Contractor itself receives such reimbursement/compensation from the Client unless if and insofar as the Main Contract is terminated due to the fault of the Main Contractor only.

19.2 Besides, the Main Contractor is at all times entitled to terminate the Agreement unilaterally, in which event the Subcontractor will but be entitled to the reimbursement of the executed Works and this without prejudice to the Main Contractor's right to compensate with the amounts due by the Subcontractor to the Main Contractor, and without any compensation for loss of profit. This can be done without any reason being given, or for example, if one or more of the following events occurs: the assignment between the Client and the Main Contractor concerning the Project is not concluded, the Subcontractor or the proposed materials are not accepted by the Client, the necessary subsidies are not obtained, the necessary permit(s) are not obtained, and so on.

20. MAKING AVAILABLE EQUIPMENT/MATERIAL AFTER THE TERMINATION OF THE AGREEMENT

After the termination of the Agreement, the Subcontractor will continue to make its equipment, materials, drawings and

everything that the Subcontractor used for the execution of the Works available to the Main Contractor, subject to the payment by the Main Contractor of the rents or purchasing prices that applied during the Agreement, all this insofar as these haven't already been paid by the Main Contractor.

21. FORCE MAJEURE

21.1 Both Parties can claim force majeure towards one another to exonerate themselves for their liability for the non-observance of their contractual obligations, such within the limits set in this article.

21.2 Force majeure can but be invoked by a Party insofar as it concerns events that (cumulatively) (i) temporarily hamper the fulfilment of its obligations by that party or temporarily render such fulfilment impossible (ii) cannot be ascribed to the Party's fault, (iii) a Party could not reasonably have anticipated at the time the Agreement was concluded, (iv) a Party could not have avoided and (v) the consequences of which a Party could not have remedied in spite of having done everything possible to do so.

21.3 In order to be able to invoke force majeure, every Party must inform the other Party about this by serving a registered letter within 8 calendar days after the facts or within 8 calendar days after the party could or should have taken cognizance of the facts. These terms are deadlines that apply unless the Main Contractor is bound to the same or shorter deadlines with respect to the Client. If so, the same or shorter deadline minus 3 calendar days applies.

21.4 Claims, if any, on the basis of force majeure are but admissible and enforceable insofar as the facts or circumstances are acknowledged and accepted by the Client and insofar as they occur within the contractually agreed upon term. In such event, the Subcontractor is but entitled to an extension of the deadline and/or an additional remuneration if these have been awarded to the Main Contractor in connection with the Works under the Main Contract.

22. LIABILITY

22.1 The Subcontractor is subject to an obligation of result for all obligations entered into by it. The Subcontractor is liable vis-à-vis the Main Contractor and will fully indemnify the Main Contractor for all damage resulting from or related to the execution of the Works, both physical, material and immaterial, direct and indirect and foreseeable and unforeseeable damage, regardless whether or not such damage was caused by personnel, a (sub)contractor, a supplier and/or equipment of the Subcontractor. The Subcontractor is also liable for damage caused by the materials used in the Works as well as for damage caused by the equipment used by it, its (sub)contractors or its agents.

22.2 The Subcontractor is also accountable for all damage to trenches, piping, cables, wiring or pipe networks, sewers and, in general, all adjacent installations, both below- and above-ground. If requested, the Subcontractor may use the information available to the Main Contractor regarding the location of underground cables and pipelines, which it may have obtained from the municipality and/or via the Cable and Pipeline Information Portal (KLIP) or the Cable and Pipeline Information Disclosure Centre (KLIM). The information obtained pursuant to the above provision does not, however, relieve the Subcontractor from its own obligation, prior to the start of the Works, to

- Check that it has the most recent and complete

information. If necessary, the Subcontractor will, in turn and at its own expense, submit a new request to KLIP or KLIM or to the municipality concerned about the presence of new or as yet unreported cable and pipeline operators and about changes made to their location, if any, and retrieve such additional information from the relevant cable and pipeline operators.

- If necessary, verify the home connections of subscribers to electricity, cable television, natural gas and suchlike that are not indicated on the plans obtained through information gathered under the above bullet.

- Inform the cable and pipeline operators involved about the location and nature of the works to be carried out and about the equipment that will be used and the execution plans.

When drawing up a layout plan for the Works, the Subcontractor will consider the differences in scale and reference points of the various cable and pipeline operators and indicate reference points and/or special points on this layout plan.

- Consult with the cable and pipeline operators and, at its own expense, take the additional measures that are necessary within the protected area to ensure the safety and proper maintenance of cables and pipelines.

- Determine the location of underground cables and pipes by means of sounding works.

- Ensure that the reference points used are not outdated or have not been moved.

- Ascertain whether external signs – such as, but not limited to, a control pit, a cabin, signs, pylons, etc. – indicate the presence of underground cables and pipelines, even if the information obtained would indicate that there are no cables and pipelines within the plan application area.

- Perform adequate manual soundings.

The Main Contractor is not liable for incorrect, late or incomplete plan applications or for incorrect, late or incomplete information provided by cable and pipeline operators. The Subcontractor is solely and directly liable for all damage caused by it to underground installations.

The Subcontractor is liable for nuisance or damage directly or indirectly caused by it, its (sub-)subcontractors and/or agents vis-à-vis third parties, including neighbouring properties, and it will fully safeguard the Main Contractor against such claims. In this regard, the Subcontractor will assume the liability as it results from articles 1382 up to and including 1386 of the Civil Code.

22.4 Insofar as according to the Main Contract the Main Contractor is responsible for this, the Subcontractor will also entirely assume the faultless liability for neighbourhood nuisance as meant by article 544 of the Civil Code. The Supplier is liable for any disturbance to the balance with neighbouring properties and will be responsible for restoring this balance at its own cost and risk and, as the case may be, pay the corresponding compensations.

22.5 The Subcontractor undertakes, at such simple written request from the Main Contractor, to take part in court-ordered or amicable expert appraisals.

23. INSURANCES

23.1 The Subcontractor undertakes to contract an insurance against accidents at work covering all its personnel as well as an insurance covering the equipment and materials that it uses on the Site. These insurance policies must include a waiver of recourse against the Main Contractor and its

representatives, employees or subcontractors, the Client and its representatives and employees, the architect and other consulting and/or inspecting bodies. If no waiver of recourse is stipulated, the Subcontractor must fully safeguard the Main Contractor against all financial consequences resulting from the absence of a waiver of recourse clause.

All vehicles used by the Subcontractor must be covered by a third-party liability insurance for motor vehicles.

23.2 The Subcontractor also undertakes to contract a third-party liability insurance for its business operations covering its liability towards third parties, including the Main Contractor and the Client as well as any other on-Site party that can be considered as a third party, all damage caused to goods entrusted to it and neighbourhood nuisance as meant by article 544 of the Civil Code. The coverage must amount to minimum €2,500,000 per insurance claim for mixed material, physical and immaterial damage and must also include an Entrusted Object coverage of minimum €25,000. The Subcontractor's third-party liability insurance for its business operations will always intervene in first order, even if the insurance claim is also covered by an insurance against all construction site risks.

23.3 The premiums, deductible excess and exclusions in connection with the insurance contracts to be contracted by the Subcontractor are included in the Price.

23.4 The Subcontractor submits – at such first request from the Main Contractor – a certificate issued by its insurance company showing adequate insurance coverage and the regular payment of the premiums for all insurance contracts contracted by it. These certificates must mention the insured amounts and the applicable deductible excess. They must also include a commitment from the part of the Subcontractor's insurer not to terminate the insurance policy without having informed the Main Contractor about this at least 30 calendar days in advance. The policies not only cover the period of execution of the Works but also the warranty period.

23.5 If the insurer of the Main Contractor and/or the Client would intervene in an insurance claim caused by the Subcontractor or any of its (sub-)subcontractors, the Subcontractor will be responsible for paying every deductible excess and, as the case may be, every exclusion and inadequate coverage.

23.6 Upon the bankruptcy, liquidation, dissolution or any other form of insolvency of the Subcontractor, the latter will transfer to the Main Contractor all its rights vis-à-vis its insurance companies. The Subcontractor will make sure that such transfer of policy clause is included in the insurance policy.

23.7 The existence or absence of insurance coverage for damage or liability does not relieve the Subcontractor from its liability.

24. INTELLECTUAL PROPERTY RIGHTS

24.1 All intellectual or industrial property rights to all materials, analyses, calculations, designs, drawings, models, reports, offers and other documentation developed and made available by the Main Contractor belong and remain with the latter.

24.2 The Subcontractor hereby transfers the industrial and intellectual property rights in connection with the Works to the Main Contractor. Wherever the Subcontractor would

remain the owner of such rights, it hereby grants to the Main Contractor, free of cost, a worldwide, irrevocable, encumberable and transferable license – that is not limited in time, cannot be terminated and includes the right to grant sublicenses to third parties – for using these materials, analyses, calculations, designs, drawings, models, reports, offers and other documentation (or for having them used by third parties) in whatever way or form.

24.3 The Subcontractor safeguards the Main Contractor against claims from third parties for infringement (s) (if any) of intellectual or industrial property rights, trademarks, licenses and/or other third-party rights. The Subcontractor also commits itself to replace on its own account all materials, processes or methods of execution that are contested by the owner of the corresponding intellectual property right by a material, process or method of execution that does not violate any such right. The Subcontractor is accountable for all damage incurred by the Main Contractor following an infringement of such right.

24.4 These clauses apply without prejudice to more stringent provisions in the Main Contract, if any.

25. PROCESSING OF PERSONAL DATA

The Main Contractor processes the identity, contact and, as the case may be, other personal data as received from the Subcontractor and relating to the Subcontractor itself and its own (sub-)subcontractor(s), if any, its personnel, employees, agents and other useful contact persons. The purposes of this processing are the execution of this Agreement, the management of suppliers/subcontractors and accounting activities. The legal grounds are the execution of the Agreement, the observance of legislative and regulatory obligations (such as, for instance, the compulsory electronic attendance registration, the 30bis-notification of works, the attendance list or other obligations in the event of public contracts, etc.) and/or legitimate interests of the Main Contractor. For the electronic attendance registration, the e-ID-data or Limosa number, as the case may be, are also processed.

The above-mentioned personal data will be processed according to the provisions of the General Data Protection Regulation and will only be passed on to processors, addressees and/or third parties insofar as this is necessary for the above-mentioned processing purposes.

The Subcontractor bears responsibility for the correctness and up-to-date nature of the personal data submitted by it to the Main Contractor and commits itself to strictly observe the provisions of the General Data Protection Regulation vis-à-vis the persons whose personal data it communicates to the Main Contractor and also in connection with all personal data that it might receive from the Main Contractor and its personnel, employees and agents. The Subcontractor confirms that it will solely process the latter personal data within the scope of and with as legal ground the execution of the Agreement and the fulfilment of legal obligations. The Subcontractor also undertakes to impose the observance of the regulations regarding the processing of personal data upon its own (sub-)subcontractor(s) and to inform them about their corresponding obligations.

Upon potential infringements in connection with personal data (data breaches), the Subcontractor will immediately and, in any case, within five hours after having taken cognizance of it, inform the Main Contractor about the

nature of the breach, its probable consequences and the measures that are proposed or taken to limit negative consequences, if any.

The Subcontractor confirms having been adequately informed about the processing of its personal data and about its rights to access, rectification, deletion and objection. For further details about this processing and about the rights related to it, the Main Contractor explicitly refers to the privacy policy that is available on its website: www.jandenul.com

Should the Subcontractor have additional questions about this privacy policy, the Subcontractor can contact the data controller or Data Protection Officer through the following e-mail address: privacy@jandenul.com.

The Subcontractor confirms having taken cognizance of the privacy policy through the website <http://www.jandenul.com> and accepting its content.

Whenever the Subcontractor fails to observe the relevant legislation on the processing of personal data and its applicable Data Protection Notice, the Main Contractor will be entitled to take the necessary measures at the expense of the Subcontractor or to terminate this Agreement with immediate effect without any notice period or severance payment being required.

26. ETHICAL CODE OF CONDUCT

With respect to the execution of this Agreement, the Subcontractor undertakes to comply for the whole duration of the Agreement with the Jan De Nul Group Code of Conduct, rules and policies for subcontractors, available at <https://www.jandenul.com/partners-suppliers>.

27. CONFIDENTIALITY – PUBLICITY

27.1 Unless explicitly agreed upon otherwise, the Subcontractor, including its directors, representatives, personnel, subcontractors, suppliers and consultants, is required to keep the content of the Agreement and all information in connection with the Agreement or the Main Contractor confidential, including prices, terms and conditions as well as the existence of the commercial relationship with the Main Contractor.

27.2 Placing an on-site panel indicating the identity of the Subcontractor is but allowed with the prior written consent from the Main Contractor.

28. WAIVER

No benefit or right accruing to either Party by virtue of this Agreement is annulled, nor is such benefit or right waived or considered having been waived unless this waiver has been pre-agreed upon in writing. The once-only waiver of a right or any action, condition or requirement established in this Agreement does not constitute a permanent waiver or a waiver of a similar right, action, condition or requirement in other events, unless it is explicitly mentioned otherwise.

29. SEVERABILITY

29.1 The invalidity and/or non-enforceability of a clause of the Agreement will not in any way affect the validity and/or enforceability of the other clauses of the Agreement.

29.2 In such event, the Parties commit themselves to try to replace the invalid and/or non-enforceable clause(s) by an enforceable and valid clause with a similar result, both in practice and from an economic perspective, so that, basically, the object of this Agreement is at all times preserved.

30. COMPLETENESS

This Agreement contains all arrangements and obligations entered into by the Parties in connection with the object of this Agreement and replaces all prior arrangements, agreements, letters of intent or agreements in principle between the Parties in connection with this object.

31. COMMUNICATION

31.1 The Subcontractor uses Dutch or French on the Site and in all communication with the Main Contractor on the Agreement.

31.2 The Subcontractor will provide for a team leader or foreman who knows Dutch or French and is continuously present on the Site for the whole duration of the Works.

32. APPLICABLE LAW AND COMPETENT COURT – PRESCRIPTION

32.1 Every dispute resulting from the execution or interpretation of this Agreement falls under the sole jurisdiction of the courts of Ghent, division of Dendermonde, which will judge according to Belgian law. If – following a re-qualification – the current Agreement must be considered as a purchasing/sales agreement, the application of the Treaty of Vienna on the purchasing of goods is already ruled out.

32.2 In derogation from the previous clause, the Subcontractor will, at such first request, intervene voluntarily in any pending or imminent court dispute in which the Main Contractor is involved and regarding to which the Main Contractor believes that the Subcontractor's intervention is asked for, no matter which court judges on this dispute. If in connection with the Main Contract the Main Contractor is involved in a dispute before an arbitrator or arbitration court, the Subcontractor will also intervene voluntarily. In the latter event, the Subcontractor explicitly confirms both for itself and for everyone for whom it is liable to be bound by it as if the arbitration clause would have been literally copied into the Agreement and it also confirms its consent with the arbitrator designated by the Main Contractor. The Subcontractor commits itself to cooperate constructively in the arbitration procedure.

The decision pronounced in the court or arbitration procedure between the Main Contractor and the Client is enforceable upon the Subcontractor.

32.3 Under penalty of becoming nil and void, any legal claim that the Subcontractor wishes to lodge on the basis of the Agreement must be served upon the Main Contractor within two years after the provisional acceptance of the Works.