

Purchase Terms and Conditions of Fluvius System Operator cvba

1. Applicability of the General Purchase Terms and Conditions

By accepting an order, the contractor is formally committing to accept and adhere to the General Purchase Terms and Conditions as described here, as well as any special conditions set out in the order. He waives his own sales and/or delivery terms and conditions, unless the parties expressly agree in writing that these are in whole or in part applicable. By accepting an order, the contractor acknowledges that this order has been placed by Fluvius System Operator cvba, in its own name and/or in the name and for the account of one or more of the following companies: Fluvius Antwerpen, Fluvius Limburg, Fluvius ov, Gaselwest, IMEWO, Infrac West, Intergem, Iveka, Iverlek, PBE, Riobra and Sibelgas, hereinafter referred to as the client.

2. Acceptance of the order

Unless informed otherwise within 10 calendar days, the order shall be deemed to be accepted in accordance with these General Purchase Terms and Conditions and in line with the requested delivery date. In the event of a complete or partial refusal of the purchase terms and conditions by the contractor, the client reserves the right to alter or cancel the order without the contractor being entitled to any compensation. In the case of an acceptance, the contract will be deemed to be established on the date of dispatch of the order.

3. Delivery and acceptance of the goods

The contractor will only deliver goods and services and/or works which are free of visible and/or hidden defects, and in strict accordance with the order, the applicable regulations, the rules of the art and good craftsmanship, the most up-to-date technology and the normal requirements of usability, reliability, service life and purpose known to the contractor.

Except if indicated differently on the order form, the goods must be delivered at the location specified in the order on working days during normal opening hours.

Upon delivery, the goods must be accompanied by a delivery note which states: the order number, the description of the number and nature of the goods sent, the number and characteristics of the packages.

Each delivery of goods, services or works must comply with the applicable legislation and regulations concerning safety and hygiene. The necessary precautions must also be taken to eliminate any dangerous working conditions. Any products falling under the scope of the 'Hazardous substances and preparations' provision, must comply with the legislation on labelling. Upon request, the composition of these products must be disclosed to the client. The delivered goods must be accompanied by clear instructions in Dutch.

The contractor, or his representative, must strictly implement the applicable legislation in relation to safe loading and stowage of cargoes, as set out in Article 45bis of the traffic code. Any damage caused by non-compliance with this legislation cannot be charged to the client.

The client will only be deemed to have accepted visible defects if, upon delivery of the goods, these defects are not reported to the contractor within 30 calendar days as from the delivery date or, in the case of a delivery of goods, services or works which are subject to a procedure of acceptance, he will be deemed to have accepted the delivery after the contractor has invited him to do so. Inspection of the goods must take place on the locations designated by the client and according to the procedures laid down by the client. If an inspection results in a refusal of the goods, the contractor will not be entitled to compensation and the goods will be returned at his expense or be available for collection at the client's site for a period of 10 calendar days.

The ownership and risk of damage or loss is transferred to the client at the time of delivery, unless this delivery is subject to a procedure of acceptance, in which case the ownership and risk will be transferred upon acceptance.

If the client is to accept a delivery of the goods at the contractor, all dangers and risks to which the goods are exposed before their arrival at the client will be borne by the contractor. The client reserves the right to refuse any

goods, which, without a written approval, differ in size, quality or construction to what is stated in the order. Goods delivered in excess may be refused, even if the client has already received them. The contractor is obliged to take back the rejected goods at his expense.

In the case of a delivery on pallets, the contractor must take into account the fact that he must only use pallets that comply with European standards and that he is obliged to immediately take back a similar number of pallets at the time of delivery. If the contractor does not fulfil this obligation, no subsequent compensation or exchange can be arranged.

If the delivery date is not complied with by the contractor, the client reserves the right to unilaterally terminate the contract, without the contractor being entitled to compensation, or to impose a fine of 0.1% of the total invoice amount per calendar day of delay. All such without prior notice of default and without prejudice to the right to claim compensation from the contractor. This compensation is limited to 7.5% of the total amount of the invoice.

4. Subcontracting and transfer

The contractor may outsource the execution of the order in whole or in part to a third party, if the client, after having been informed in advance, does not raise any objections. This outsourcing is entirely at the risk of the contractor and does not dismiss him in any way of his obligations. The contractor must also enforce compliance by these third parties. The client may, at any time, transfer his rights and obligations arising from the order, in whole or in part to an affiliated company.

5. Warranty provisions

Unless otherwise specified in favour of the client, the contractor must, at the discretion of the client, repair or replace, at his own expense, any defects, shortcomings and non-conformities in the goods and services, which are established within 24 months after the initial start-up or execution, respectively, and compensate any resulting damage. Repair or replacement includes disassembly, transport, repair, replacement, installation, testing and commissioning. In the event of a repair or replacement, a new period starts as from the time of commissioning or execution, respectively.

In urgent cases, the client is entitled to carry out a repair or replacement, at the expense of the contractor, without prejudice to the abovementioned obligations.

In any case, the contractor acknowledges that the installation or removal of products by the client will in no circumstances restrict the guarantee, unless the contractor can prove that the damage was caused by an incorrect act of the client.

6. Pricing

Unless otherwise provided in writing, prices are fixed ex-factory, including any expenses (transport, packing, insurance, taxes, etc., with the exception of VAT) to the agreed delivery location. The standard delivery condition is Delivered Duty Paid (DDP), in accordance with the Incoterms and as set out below.

The contractor is responsible for unloading the goods at the final destination in accordance with instructions from the client.

The risk (of damage or loss) to the goods passes to the client once delivery and acceptance of the goods has taken place.

7. Payment

Invoices are paid not later than 30 days after the invoice date by transfer to the bank account designated by the contractor, provided that the contractor has fulfilled his obligations and the delivery is not contested by the client.

Default interest at a maximum rate equal to the interest rate pursuant to the Royal Decree on General Implementing Regulations applies.

Each invoice must state the exact order number. The client will not accept invoices with multiple order numbers.

Any amount owed to the client in connection with the execution of the order will in the first instance be offset against any amounts due and receivable from the client for any reason.

8. Pledging or writing off a claim

Without written approval from the client, the contractor may not transfer any claims towards the client to third parties or pledge these.

9. Nullity of the contract

If the contractor fails to fulfil his obligations, the purchase contract will automatically be dissolved and without notice of default, without prejudice to a claim for compensation. For this purpose, a notification by registered letter will suffice, without judicial intervention being required.

The contract may be terminated or its implementation may be suspended without entitling the contractor to any compensation, if after the conclusion of the contract a case of force majeure, such as, but not limited to fire, labour dispute, forced closure, etc., would force the client to a performance which is no longer in proportion to the initially planned commitments or which would make the performance of the contract impossible.

10. Intellectual property

The client has a free right of use on all intellectual property rights relating to the goods and services. The contractor will indemnify the client against any claim of third parties as a result of infringements of intellectual property rights relating to the goods and services and will be liable towards the client for all resulting damages, including the costs for legal assistance.

The contractor will also, where appropriate, adapt the goods and services at his own expense, or replace these with similar and equivalent goods and services.

11. Confidentiality

All commercial and technical information which is provided to the client by to the contractor or which the contractor becomes aware of as a result of the execution of the order, remains the exclusive property of the client. The contractor will only be using this information in the framework of the order and must return it to the client after its execution.

The contractor undertakes to keep this information strictly confidential for two years after the dissolution or termination of the contract, to only provide this to staff members who require this information for the execution of the order and who are required to treat this information confidentially, and to not communicate this information to third parties without the written consent of the client.

12. Liability and insurance

The contractor is liable towards the client for all direct damage, of whatever nature, which the client incurs as a result of non-fulfilment by the contractor of his obligations. The contractor will also safeguard the client against any claims of third parties in this respect. Without prejudice to more stringent mandatory provisions, the contractor will underwrite an operations liability insurance policy, covering the financial consequences of its civil liability towards third parties. The insurance policies must be in effect not later than at the time of delivery, must be continued until at least six months thereafter and contain a waiver of recourse in favour of the client.

13. The client's right of instruction

The client may give instructions to employees of the contractor affiliated with the contractor by way of a contract of employment, but only in the context of the execution of the contract/order and these general purchase terms and conditions. The client will never undermine the authority of the contractor or even partially take over this authority.

14. Governing Law

Belgian law, excluding the rules arising from the Convention of Contracts for the International Sale of Goods (CISG), will apply. In the event of a dispute, the courts of the judicial district of Brussels are competent.