

STORK GENERAL PURCHASE CONDITIONS BELGIUM – October 2024

1. Definitions

Agreement:	the contract concerning the Supply, including the Purchase Order(s), Purchase Conditions and appendices, which have been signed by the Supplier and the Buyer;
Buyer:	the Entity within the Bilfinger group that has signed the Agreement;
Buyer Information:	information or data of the Buyer and customers of the Buyer, which is disclosed to the Supplier by or on behalf of the Buyer or by an Entity within the Bilfinger group for the purpose of the performance of the Agreement;
Buyer Items:	items owned by the Buyer, including raw materials, semi-finished products, materials and parts, models, specifications, drawings, manuals, samples, hardware, software, data and information carriers, which are provided to the Supplier by or on behalf of the Buyer or by an Entity within the Bilfinger group for the purpose of the performance of the Agreement.
Data Subject:	an identified or identifiable natural person who can be identified directly or indirectly, in particular on the basis of an identification number or one or more factors that are specific to his physical, physiological, genetic, psychological, economic, cultural or social identity;
Delivery:	the completion and transfer of the Supply;
Entity within Bilfinger Group:	every person that is affiliated with Bilfinger SE according to Article 1:20 of the Companies and Associations Code or which is designated as such by the Buyer.
Party:	the Supplier or the Buyer;
Parties:	the Supplier and the Buyer jointly;
Personal Data:	information concerning a Data Subject;
Purchase Conditions:	these Stork General Purchase Conditions of October 2024, as amended on a regular basis;
Purchase Order:	every individual written or electronic request, work statement or order form from the Buyer for the purpose of ordering the Supply;
Restricted Jurisdiction:	countries or states subject to comprehensive trade sanctions or embargos, which may be changed from time to time by the government authorities concerned;
Restricted Party:	i) every natural or legal person that comes under national, regional or multilateral trade or economic sanctions on the basis of applicable legislation; ii) every natural or legal person included in the sanctions lists of the United Nations, the European Union (EU) or the Consolidated Lists of a Member State of the EU, the US Department of the Treasury Office or Foreign Assets Control Lists, non-proliferation sanctions lists of the US State Department or the List of Denied Persons of the US Department of Commerce, which apply from time to time;
Supplier:	the entity that has agreed to deliver the Supply to the Buyer on the basis of the conditions of this Agreement;
Supplier Information:	information or data of the Supplier or licensed to the Supplier with the right to grant sublicenses to third parties, which sublicenses are realised independently of the delivery of the Supply, as can be demonstrated satisfactorily by the Supplier, from which the services or the Work are derived or which are otherwise required for the effective delivery of the Supply on the basis of the Agreement;
Supply:	the goods to be delivered, including products, hardware, software etc., the services to be provided and/or the Work to be realised, as specified in the Agreement and/or the Purchase Order in question;
Work:	the work of a material nature to be created and delivered by the Supplier;

2. Applicability and deviations

- The applicability of the general terms and conditions applied by the Supplier is hereby expressly rejected.
- Several additional provisions (articles 19 up to and including 29), which form an integral part of the Purchase Conditions, also apply to the contracting of Work.
- Several additional provisions (articles 30 up to and including 33), which form an integral part of the Purchase Conditions, also apply with respect to the supply of IT products and related services.
- Deviations from the Purchase Conditions are only valid if they have been agreed in writing.
- Without prejudice to the possibility in article 13.5, the Buyer may adjust and/or change the Purchase Conditions at any time and it will inform the Supplier of such changes within a reasonable period.
- Occasional deviations from the Purchase Conditions do not give the Supplier the right to invoke such previous deviations in the future in comparable situations.
- Unless expressly indicated otherwise in the Agreement, the Parties do not grant exclusivity or any guarantee with respect to a minimum as regards volume or orders.
- Unless expressly agreed otherwise, these General Purchase Conditions apply to all legal relationships between the Parties.

3. Agreement

- All offers made by the Supplier are irrevocable and apply for a period of 90 (ninety) calendar days, unless agreed otherwise.
- The Buyer has the right to terminate negotiations without stating reasons and without any obligation to pay compensation, except in the case of intent or serious error. Purchase Orders placed by the Buyer can be withdrawn as long as no agreement has been concluded on the basis of that Purchase Order in accordance with article 3.3.
- Agreements or changes thereto are only concluded between the Buyer and the Supplier at the moment that:
 - the Buyer has accepted an offer from the Supplier in writing and has confirmed it by means of a Purchase Order; or
 - the Supplier has signed a Purchase Order from the Buyer and has returned it to the Buyer; or
 - the Supplier has commenced performance of the Supply in accordance with the Buyer's Purchase Order.
- If and insofar as the Supplier sends the Buyer an order confirmation that deviates from the original Purchase Order, the Buyer will only be bound by this after it has accepted the deviation in question expressly and in writing. Acceptance of the Supply and/or payments made to the Supplier do not mean that the Buyer has accepted a deviating order confirmation.
- All Purchaser Orders of the Buyer issued to the Supplier are subject to the Agreement between the Parties. If the Buyer and the Supplier agree provisions in the Agreement or the Purchase Order that deviate from provisions in these Purchase Conditions, the specific provisions of the Agreement or the Purchase Order will prevail in the following order: 1) Purchase Order; 2) Agreement; 3) Purchase Conditions.
- If the Buyer refers in the Agreement or in the appendices to technical, safety, quality, environmental or other regulations not attached in an appendix to the Agreement, the Supplier will nevertheless be deemed to be familiar with these, unless the Supplier informs the Buyer of the contrary immediately and in writing, after which the Buyer will inform the Supplier of these regulations.
- In case drawings, specifications, directions, inspection regulations etc. made available or approved by the Buyer are used in the performance of the Agreement, these will form an integral part of the Agreement.

4. Delivery

- All Deliveries must take place at the agreed moment or within the agreed time schedule and for the agreed price. If and insofar as the Supply consists of goods, Delivery will take place Carriage Paid including duties (DDP, Incoterms 2020) at the address and time indicated by the Buyer.
- All agreed delivery times and other moments agreed between the Buyer and the Supplier are considered to be strict deadlines. Therefore, the mere exceeding of an agreed term means that the Supplier is in default with immediate effect, without such requiring a further notice of default, written or otherwise.
- In the event the Supplier must pay the Buyer a fee on account of late or defective Delivery, this fee will never take the place of any right to compensation on the part of the Buyer and the Buyer will remain fully entitled to claim specific performance, suspension and/or dissolution of the Agreement in question or compensation of the damage in excess, in addition to this fee.
- If it is impossible or the risk exists that it will be impossible for the Supplier to comply with its obligations in time, it will be obliged to notify the Buyer thereof immediately.
- The Buyer will not accept partial Deliveries, unless this has been agreed in advance and in writing with the Supplier and without additional cost for the Buyer.
- The Buyer will not accept a Delivery earlier than agreed, unless this has been agreed in advance and in writing with the Supplier and without additional costs for the Buyer.
- In the event the Buyer is unable to accept the delivery of the Supply or cooperate with the Delivery as a result of force majeure, including any failure on the part of its purchasers, postponement of delivery to its purchasers and/or non-performance or cancellation of orders by its purchasers, the Supplier will be obliged to postpone the Delivery at the Buyer's request, without additional costs for the Buyer, for a reasonable period to be determined by the Buyer, and, if and insofar as the Supply consists of goods, keep these properly packed, identifiable and separately stored and safe and insured.
- If an acceptance test was agreed, receipt of the confirmation sent by the Buyer to the Supplier as referred to in article 10.7 of these Purchase Conditions will apply as the moment of Delivery.

5. Supply

- The Supplier cannot alter the Supply unless this has been approved in advance and in writing by the Buyer and the alterations do not result in a disadvantage for the Buyer. An alteration as referred to above will never result in a higher price than the original price of the Supply. If and insofar as the Supply consists of goods and the Buyer has agreed to the use of replacement goods, the price of the Supply will be reduced reasonably in order to be in accordance with the use of those replacement goods.
- At the request of the Buyer, the Supplier will be obliged to provide without delay and free of charge the technical support required for the use and/or commissioning of the Supply or have it provided by a third party.
- The Supplier is required to keep the Buyer informed free of charge of all new developments related to the Supply, including but not limited to technical developments and environmental aspects.
- The Supplier is required to comply with any special requirements set by the Buyer in connection with the Supply with due care, including but not limited to packaging materials, transport protection and/or safety requirements. The Buyer is not required to accept the Supply if these special requirements are not satisfied during the Delivery.
- The Supplier commits that at the request of the Buyer it will take back the packaging material used by it for its own account and risk. The Buyer also has the right to return this material to the Supplier for its account. Any loaned packaging made available by the Buyer will be returned to the Buyer by the Supplier with due care and insured and free of charge if so requested.
- The Supplier ensures that the services are provided in accordance with the agreed service level measured on the basis of the regular performance indicators. This service level is determined in the Agreement. If the Parties did not include the service level, the Supplier will comply at least with the generally-accepted industry standard. Failure to comply with the required service level may result in a fee in accordance with the provisions of article 4.3 and in such cases the Supplier will be obliged to initiate structural improvements and solutions in order to prevent future failures.

6. Transfer of title and risk

- If and insofar as the Supply consists of goods, ownership of the Supply will pass to the Buyer at the moment the risk passes to the Buyer in accordance with the Incoterms referred to in article 4.1 of these Purchase Conditions. If the Buyer has already made payments to the Supplier prior to the Delivery of goods, ownership of the Supply will pass to the Buyer at the moment of payment up to the amount paid. However, the risk never passes (not even in part) to the Buyer before the moment determined in the aforementioned Incoterms.
- If the Supplier agrees to install or assemble the Supply, the Supplier will bear the risk until the Buyer commissions the installed/assembled Supply, such subject to the Buyer's acceptance and written confirmation in accordance with article 10.7 of these Purchase Conditions.
- In case the Buyer provides Items of the Buyer to the Supplier for the performance of the Agreement, these Items of the Buyer will remain the Buyer's property, including its intellectual/industrial property rights. The Supplier will keep these Items of the Buyer in its possession, separately and clearly indicated as the Buyer's property, as borrower and store these Items of the Buyer in sound and safe circumstances and bear the risk of the loss and/or destruction of these Items of the Buyer. In case of a possible postponement of payment or bankruptcy on the part of the Supplier, the Supplier will inform the Buyer thereof immediately and afford the Buyer sufficient time to collect the Buyer Items. The Supplier is obliged to insure the Buyer Items for its own account for as long as

the Supplier borrows these Items of the Buyer. The Supplier will use these Buyer Items or have them used exclusively for performance of the Agreement and return these Buyer Items to the Buyer immediately and for its own account as soon as the Agreement has been performed, is dissolved or otherwise ends or when it is established that no Agreement was concluded.

- If and insofar as the Supplier forms a new good using one or more Items of the Buyer, this new good will be deemed to have been created by the Buyer itself. The Supplier will keep this new good in its possession on behalf of the Buyer (the owner) and, if so requested, provide an ownership declaration to the Buyer.
- Prices, invoices and payment**
 - The prices are exclusive of VAT and fixed for the duration of the Agreement unless the Parties have agreed a different term of validity.
 - Additional costs not expressly accepted in writing in advance by the Buyer do not qualify for payment.
 - In the event the Buyer requests a pro forma (provisional) invoice on the basis of the Agreement or Purchase Order, the Supplier will send a pro forma invoice within at most 10 (ten) working days to be calculated from the Delivery for the purpose of obtaining the Buyer's approval before submission of the actual invoice. In such cases, actual invoicing will only be allowed following the above-mentioned approval of the pro forma invoice by the Buyer. The Buyer will approve or reject every item on the pro forma invoice within 10 (ten) working days after receipt of the pro forma invoice concerned. If the Buyer does not approve or reject the pro forma invoice within 10 (ten) working days, the Supplier will have the right to submit the actual invoice based on the pro forma invoice. If the Buyer does not approve nor reject the pro forma invoice, such will not mean implicitly that the Buyer accepts the Delivery or approves the invoices.
 - The Supplier will send the actual invoice, including only the approved items, to the Buyer within 60 (sixty) calendar days after receipt of the Buyer's approval referring to the actual invoice date.
 - Invoices will always show the actual invoice date and not the invoice date of the pro forma invoice. The Buyer will pay within 60 (sixty) calendar days after the actual invoice date. The Buyer is allowed to apply a 2% deduction to the gross amount if the Buyer pays within 14 (fourteen) calendar days after the actual invoice date.
 - Payment by the Buyer does not constitute any acknowledgement that the Supply has been performed in accordance with the Agreement.
 - The Buyer has the right to set off monetary claims of the Supplier against the Buyer against the Buyer's claims against the Supplier without prior notice of default.
 - The Supplier is obliged to give the Buyer written notice of default if the Buyer fails to comply with its obligations in time. If the Buyer owes interest in connection with a failure to comply with its obligations in time, this interest will be equal to the refinancing rate of the European Central Bank (ECB).
 - A failure on the part of the Buyer to comply with its obligations in time does not release the Supplier from its obligations towards the Buyer or any other Entity within the Bilfinger group.
 - The Supplier accepts full and exclusive responsibility for payment of all social security charges, contributions and taxes that may be imposed or demanded at any time and commits to comply with the tax and social security regulations, as well as every other obligation applicable to it in connection with the Supplier's staff that it deploys. These can in no event be charged to the Buyer. The Supplier therefore indemnifies the Buyer for any damage it may suffer in connection with claims relating to this.
- Obligations of the Supplier**
 - The Supplier is obliged to assure itself each time of the purpose of the Supply and the circumstances in which the Delivery is to take place.
 - The Supplier acknowledges the Buyer's objectives as regards the Supply and it will support them actively:
 - Continuous cost control and cost savings;
 - Continuous improvement of the Supply and the Delivery (performance, value, risk, safety, quality and technological innovation);
 - The required flexibility for optimal facilitation of the activities of the Buyer;
 - Unburdening the Buyer by managing the Delivery using Supplier's expertise, experience and knowledge.
 - The Supplier guarantees that:
 - the Supply is fully suitable for the proposed use in accordance with its nature and/or the Purchase Order;
 - the Supply corresponds to the written (functional, technical etc.) requirements set out in the Purchase Order, specifications, drawings, calculations and/or other documents provided by the Buyer to the Supplier, and to the Buyer's other reasonable expectations;
 - if and insofar as the Supply consists of the provision of a service, the Supplier will observe the degree of care that may be expected of a good contracting party and it will always provide the services to the best of its abilities, in accordance with all requirements and instructions of the Buyer, and report fully on the progress at its own initiative;
 - the Supply is of sound quality and free from defects, design errors, implementing errors and/or defective materials and that new materials are used and that competent personnel are deployed for the purpose of the Supply at all times;
 - the Supply includes all relevant components, resources, accessories, tools, spare parts, certificates, declarations, software, licences, assembly instructions, user manuals, specifications, drawings, reports, tax information and other documents, even if they are not mentioned by name;
 - the Delivery complies with all applicable legislation and regulations;
 - the Supply never infringes the rights of third parties, including intellectual/industrial property rights (such as but not limited to patent, trademark or design rights or copyrights), confidential information and/or knowhow;
 - all subcontractors and/or other Parties used by the Supplier for the purpose of the Supply ("subcontractors") are bound by these Purchase Conditions; and
 - the Buyer will be able to purchase or acquire from the Supplier all components for the repair and/or replacement of the Supply or part thereof, as well as any maintenance necessary to keep the Supply in good condition, against prices in line with the market for a period of at least 5 (five) years as from the last date of the Delivery on the basis of the Agreement.
- Warranty period and remedy of defects**
 - The Buyer is not obliged to inspect the Supply during or after Delivery and it will notify the Supplier in writing of complaints within a reasonable term after discovery of the defect, error or irregularity concerned.
 - If and insofar as the Supply consists of the provision of services, the Supplier will be obliged in any event to provide the services concerned again or adjust them for its own account, or grant a price reduction, such to be decided by the Buyer, if it becomes clear within 12 (twelve) months after the Delivery that the Supply does not comply with the guarantees based on article 8 of these Purchase Conditions and/or otherwise constitutes a defective performance.
 - If and insofar as the Supply consists of goods, defects that are discovered within 24 (twenty-four) months after the Delivery are always covered by the warranty period and the Supplier will be obliged to handle these as follows:
 - defects must be remedied as soon as possible, and in any event within the reasonable term imposed by the Buyer, by means of repair or replacement, such to be decided by the Buyer, in the location indicated by the Buyer;
 - if the Supplier fails to comply properly with its obligation to repair or replace within the term set by the Buyer, as well as in urgent cases and if repair and/or replacement is not desirable in the opinion of the Buyer, the Buyer will have the right to perform or have performed all acts that are necessary and such for the account and risk of the Supplier;
 - in the event repairs or replacements take place during the warranty period, the warranty period for the repaired or replaced goods and for all goods that could not be used as a result of the defect, will start again from the moment the goods are commissioned after the repairs or replacements. The ownership and risk of the replaced goods will pass to the Supplier as from the moment of replacement and the Supplier will be obliged to collect these goods or have them collected immediately, unless the Buyer indicates that it wishes to keep these goods for investigation;
 - the Supplier is aware that the Buyer may deliver and/or resell the Supply to its purchasers all over the world. This further delivery does not exclude complaints by the Buyer on the basis of the warranty or in connection with defects and the Supplier will be obliged to resolve defects in accordance with the provisions of this article 9.3 as well. The Buyer has the right to transfer all or part of its rights on the basis of the warranty to its purchasers.
 - The Buyer in any event has a warranty period of three years for defective products or materials for which the producer is liable on grounds of the Product Liability Act of 25 February 1991.
 - The Supplier is obliged to bear all costs that have to be incurred for the remedy of errors, defects and/or irregularities, including but not limited to the costs of materials, loss of data, transport, travel and accommodation, assembly and disassembly and other labour costs.
 - None of the provisions of this article 9 releases the Supplier from its statutory liability and the Buyer can always claim alternative compensation.
- Testing, Inspection and Acceptance Test**
 - At the initiative of the Buyer, testing and/or inspection of the Supply can be carried out by or on behalf of the Buyer, including but not limited to the quality, performance, continuous improvement of the Supply. The Supplier will record on a regular basis details concerning the specified Key Performance Indicators (KPIs) agreed by both Parties and provide these to the Buyer. Testing and/or inspections are possible at the Supplier prior to the Delivery or at the Buyer or a purchaser of the Buyer after and during the Delivery. In case testing/inspections take place at the Supplier, the Supplier will have to have the Supply ready for testing/inspection at that moment so that the agreed-dates of Delivery can be met.
 - The Supplier is required to cooperate in the testing/inspection without additional costs for the Buyer and provide reasonable assistance at the Buyer's request in the form of personnel and materials for the testing/inspection. All costs for or in connection with the testing/inspection, with the exception of the costs of the Buyer's employees or other persons designated by the Buyer as its representatives, are for the account of the Supplier. If the Buyer rejects the Supply during the testing/inspection, the Supplier will be obliged to immediately offer a repaired, replacement or previously lacking Supply for testing/inspection.
 - If the Buyer rejects the Supply during the testing/inspection or if the testing/inspection is delayed due to reasons that are not attributable to the Buyer, all additional costs and all costs of follow-up investigations/inspections (this time also including the costs of the Buyer's personnel or other persons designated by the Buyer as its representatives) will be for the account of the Supplier.
 - If the Buyer rejects the Supply, such will never result in postponement of the agreed Date of Delivery and the Buyer otherwise retains all of its other rights. A testing/inspection of the Supply by or on behalf of the Buyer that has been approved by the Buyer does not constitute acknowledgement that the Supply complies with the guarantees pursuant to article 8 or corresponds to the Agreement concluded between the Buyer and the Supplier.
 - The Buyer and the Supplier may agree an acceptance test in order to determine whether the Supply complies fully with the Agreement. Prior to this acceptance test, the Buyer and the Supplier will have to determine jointly which procedure will be applied for the acceptance test and when and how the Supplier will present the Supply to the Buyer for that purpose.
 - The Supplier commits that it will deliver the Supply correctly the first time, which means that if the Supplier knows, suspects or can reasonably presume that the Supply will not pass the acceptance test, it will not present the Supply for inspection and the acceptance test will be deemed to have failed.
 - If the acceptance test has been completed successfully, the Buyer will send written confirmation thereof to the Supplier, indicating, if applicable, minor defects that do not preclude the commissioning of the Supply. The Supplier will be obliged to remedy these free of charge within five working days after receiving the written confirmation or as otherwise expressly agreed. Receipt by the Supplier of the aforementioned written confirmation applies as the moment of Delivery.
 - If the acceptance test has not been completed successfully in whole or in part, the Supplier will adjust the Supply free of charge and within 5 (five) working days after the acceptance test in such a manner that a subsequent acceptance test will be completed successfully. Thereafter, the Supply will be subjected to an acceptance test again in accordance with the provisions of this article. All costs related to this new acceptance test are for the account of the Supplier.
 - If an acceptance test produces an unsuccessful result more than 2 (two) times, the Buyer will have the right to suspend or dissolve the Agreement with the Supplier with immediate effect, without being obliged to pay any compensation and/or costs.

11. Audits

- The Buyer has the right at all times to carry out checks, audits and/or other investigations or have these carried out by third parties with respect to the performance of the Supplier on the basis of the Agreement and/or the Supplier's entire business operations, including but not limited to the financial position, accounting information, business processes, safety procedures and security policy. In connection with this, the Buyer may demand copies of all documents it deems relevant and make copies itself. Notwithstanding article 13 below, serious failures identified by the audit or other

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- 25.1 The Buyer has the right to instruct the Supplier to carry out additional and less work. The Supplier will then inform the Buyer immediately (in principle within 24 hours) and in writing of the consequences the changes with respect to the Work will have for the price, the planning and the scope of the Activities. Any adjustment of the price will be based on the rates, unit prices and/or other price elements agreed previously.
- 25.2 Any additional or less work will only be carried out by the Supplier following a written instruction from the Buyer issued by a person authorised to do so by the Buyer.
- 25.3 If the Supplier considers that there is a change in relation to the Work that gives reason for additional or less work, the Supplier will notify the Buyer thereof immediately and request the Buyer to issue an instruction for additional or less work.
- 26. Completion**
- 26.1 As soon as the Supplier considers that the Work has been completed, it will notify the Buyer thereof in writing. In turn, the Buyer will inform the Supplier in writing and within a reasonable term whether the Work satisfies the agreed conditions in the Buyer's opinion and whether it accepts it as having been completed.
- 26.2 Completion does not apply and the risk related to the Work will not pass to the Buyer until the Buyer has provided a written confirmation as referred to above. Completion may take place subject to (minor) defects still to be remedied by the Supplier, which minor defects were identified by the Buyer and communicated to the Supplier.
- 26.3 The Buyer is always entirely free to subject the Work to an investigation, inspection and/or test, before proceeding with acceptance of the Work. For this purpose, the Buyer and the Supplier may also agree an acceptance test within the meaning of article 10 of the Purchase Conditions.
- 26.4 If the Buyer and the Supplier have agreed that the Supplier will draw up interim completion reports and/or certificates, the Supplier will not be able to derive any rights from such documents.
- 26.5 If and insofar as the Buyer wishes to commission all or part of the Work prior to acceptance, the Buyer and the Supplier will discuss subject to which conditions this can take place. However, any premature commissioning does not constitute acceptance of the Work or part thereof by the Buyer.
- 27. Payment**
- 27.1 The Buyer is not obliged to pay before Completion in accordance with article 26 has taken place. Without prejudice to the provisions in article 11, the Buyer has the right to suspend payment to the Supplier or withhold amounts from this payment as long as the Supplier has not demonstrated at the Buyer's first request that it has paid the Staff and other parties engaged by it in the performance of the Activities the amounts due to them. The Buyer can likewise withhold all amounts which it is required to withhold if the Supplier should have social security and/or tax debts.
- 27.2 Unless expressly agreed otherwise, the prices and/or rates include all certificates/proof and costs of insurance, staff, training, instructions, access, safety, materials, equipment, maintenance, overhead costs, overtime, guarantees, welding qualifications and personal protective equipment, as well as income and risk.
- 27.3 For the rest, article 7 of the Purchase Conditions applies in full with respect to payment and invoicing.
- 28. Liability, insurance and permits/licences**
- 28.1 The Supplier is liable for all damage to the Work, the Work Site and the property or death and/or injury of Staff and other persons at the Work Site caused by the Supplier, its Staff and/or all parties that are engaged in the performance of the Activities by the Supplier.
- 28.2 Unless otherwise agreed between the Buyer and the Supplier, the Supplier will take out Construction All Risks insurance (CAR insurance) to cover the Work, the Buyer's existing property at the Work Site, temporary facilities, Materials, Equipment, death or injury of persons and damage to the personal property of members of Staff.
- 28.3 The CAR insurance must indicate the Buyer as co-insured and include a waiver of recourse against the Buyer and any other parties covered under the insurance.
- 28.4 The Supplier must hold all required registrations and permits/licences for the performance of the Activities and the Supplier must submit evidence thereof to the Buyer at its first request.
- 28.5 The Supplier must ensure that its Staff have valid permission to reside and work in Belgian territory at all times during the performance of the Activities, and that the necessary notifications have been made in relation to the RSZ (work report, Dimona, Limosa, A1, attendance registration). The Supplier must submit proof of this to the Buyer at its own initiative and immediately. The Supplier must also ensure that all obligations in relation to and in connection with Staff are complied with at all times, including but not limited to attendance registration, minimum wages, and welfare at work. The Supplier must ensure that the contractors, subcontractors and self-employed workers contracted by it also comply with these obligations and it will verify this.
- 28.6 The Supplier is liable for all damage sustained by the Buyer as a result of a failure to comply with the obligations stated in article 28.5 on the part of the Supplier or the contractors, subcontractors or self-employed persons contracted by it. This damage also includes any fines and claims imposed by or on behalf of the government and claims from persons engaged by the Supplier in connection with a failure to comply with these obligations on the part of the Supplier and/or its contractors or subcontractors.
- 29. Authorised representatives**
- The Buyer and the Supplier are required to appoint an authorised representative to represent them in connection with the Activities. In principle, the Supplier's authorised representatives will be present at the Work Site during working hours and their absence, replacement and accessibility will be arranged in consultation with the Buyer.
- 30. Additional provisions for the provision of IT services, software services and related services in which connection personal data and other Buyer Information is provided**
- If and insofar as the Agreement concerns among other things the provision of IT services, software services and related services in which connection personal data and other Buyer Information is provided, articles 30 up to and including 34 also apply in addition to the other articles of these Purchase Conditions.
- 31. ESCROW, expertise and back-up**
- 31.1 Notwithstanding any contrary provision of these Purchase Conditions, by Buyer may decide at its own discretion to conclude an ESCROW agreement in case of the supply of software or a system of which the software forms part. The Supplier will make every effort to: i) inform the Buyer immediately in case of a potential, possible or reasonably expected bankruptcy, postponement of payment, liquidation or cessation of business activities; ii) assist the Buyer in selecting a professional ESCROW agent; iii) assist the Buyer in concluding this ESCROW agreement; and iv) ensure that the Buyer receives access to the source code.
- 31.2 The knowledge, experience and expertise of the Supplier, as indicated by the Supplier or that may reasonably be expected of the Supplier, will be contributed by the Supplier in the performance of the Supply.
- 31.3 The Supplier will archive the Buyer Information for back-up and recovery purposes in accordance with the Agreement and the security policy of the Supplier and the Buyer. In the event Buyer Information is lost or damaged, the Supplier will make every reasonable effort to restore the lost or damaged Buyer Information on the basis of the most recent back-up in accordance with the Agreement and the security policy of the Supplier and the Buyer.
- 32. Termination and termination services**
- 32.1 In case of termination or receipt of a notice of termination, the Supplier will be obliged to cooperate fully with the Buyer on the Buyer's instructions in the performance of a thorough dismantling of the Supply and a transfer to the subsequent supplier or to the Buyer. The termination service is completed when the Supplier receives notification of discharge from the Buyer. A completed termination service comprises the transfer by the Supplier of all Information and Goods owned by the Buyer, including the functionalities, algorithms etc. delivered by the Buyer to the Supplier, in a manner that makes them permanently suitable for use by the Buyer.
- 32.2 The Supplier is not allowed to use the Buyer Information for any purpose other than the purpose agreed with the Buyer. The Supplier will remove and destroy all Buyer Information still present in digital or other files of the Supplier or third parties engaged by the Supplier at the Buyer's written request.
- 33. Service level**
- 33.1 Unless agreed otherwise, the Supplier is obliged to offer the agreed service level and report on the Services provided by means of regular reporting.
- 33.2 The required service level and the reporting thereon in the report comprises in any event:
- Response and resolution times for incidents, problems, complaints and requests;
 - Communication protocols;
 - Analyses and improvement measures in case of serious, critical incidents and failures;
 - Availability and the performance of the Supply.
- 34. Standards and audits**
- 34.1 With due observance of articles 10 and 11 of these Purchase Conditions, the Parties apply the minimum level determined in articles 34.2 and 34.3. In the event the Supplier deviates from the standards set out in articles 34.2 and 34.3, the Supplier will terminate the deviation within a reasonable term imposed by the Buyer or in any event limit it if termination is not reasonably possible in the opinion of the Buyer.
- 34.2 As regards information security, the Buyer requires certification or regular audit reporting satisfactory to the Buyer concerning Deliveries containing data the Buyer qualifies as 'with limited access' or 'confidential'. The Supplier will cooperate in the Buyer's assessment procedure consisting of several questionnaires ('New technology assessment procedure').
- 34.3 While retaining the rights included in articles 10 and 11 of these Purchase Conditions, the Buyer may also opt by way of a substitute for an audit or inspection carried out by or on behalf of the Buyer for a certification of the Supplier that is valid and acceptable to the Buyer or audit reports from third parties engaged by it in connection with the Supply. The audit reports and certificates accepted by the Buyer are: SSAE-18 SOC 2 Type II, or SSAE-18 SOC 3 Type II, or ISAE-3402 SOC 2 Type II, or ISAE3000 SOC2 Type II and ISO/IEC 27001, including the related statement of applicability. The reports or certificates must be complete and free from statements of failures from the accredited auditor. In case of incompleteness or statements of failures, the Supplier will ensure immediately that the certificates and/or reports are completed and are issued to the Buyer free from statements of failures. The Supplier will keep the Buyer informed regarding progress by means of regulated progress reports. In case the validity date of a report has expired, the Supplier will be required to submit to the Buyer a 'bridge letter' or a 'gap letter', which includes the required guarantees that no major changes have taken place.
- 34.4 The Supplier is required to hold the certificates or audit reports itself. Certificates and reports from subcontractors or sub suppliers are not allowed.
- 34.5 If the Buyer decides on the basis of article 10 or 11 to carry out an audit or to have one carried out by a third party accepted by the Parties, this audit will include all applicable documents, such as reports, systems, equipment, machines, internal controls, security procedures and other, possibly confidential, information, but it will not be limited to the above. Each Party bears its own costs and the Buyer bears the costs of the possible third auditor whose costs can only be recovered from the Supplier if statements of failures from the auditor give reason for doing so. The Buyer has the right to carry out at most one audit per year.
- 34.6 The Supplier will provide services that are verifiably in accordance and compatible with the Buyer's policy and technical standards such as the Buyer's connectivity standards, security policy, information security policy and all other policy measures related to the Supply, as set out in the Buyer's 'IT Security and Compliance requirements'.