

# BILFINGER GENERAL PURCHASE CONDITIONS

## BELGIUM

### 1. Scope

- (1) These Bilfinger General Purchase Conditions are employed by and/or on behalf of the following member companies of the Bilfinger Industrial Services Group in Belgium, hereinafter jointly and individually referred to as 'Bilfinger':
  - Bilfinger Industrial Services België NV and its group companies;
  - Bilfinger International Construction and Trading NV and its group companies;
- (2) These Purchase Conditions are applicable to all existing and future legal relationships between Bilfinger and its counterparty, hereinafter referred to as 'the Supplier', relating to the delivery of goods, provision of services or contracting of work, hereinafter referred to as 'the Delivery'.
- (3) These Purchase Conditions also refer to the Supplier and Bilfinger jointly as 'the Parties' and individually as 'the Party'.
- (4) Divergences from these Purchase Conditions are feasible solely when laid down in a document signed by both Bilfinger and the Supplier, when this document shall prevail over these Purchase Conditions.
- (5) Within the context of these Purchase Conditions 'in writing' is also understood as communications between the Parties by fax, e-mail, the Internet or other medium, provided that the communication bears the signature of an authorised person.
- (6) Within the context of these Purchase Conditions 'agreement' is also understood as a purchase order or confirmation of an order in any written form whatsoever.
- (7) The applicability of the Supplier's conditions is hereby expressly rejected.

### 2. Conclusion of agreements

- (1) The Supplier's quotation shall be tailored precisely to Bilfinger's request and shall draw explicit written attention to any divergences. The Supplier's quotation is irrevocable and shall be submitted to Bilfinger without charge.
- (2) Bilfinger may terminate all negotiations at any required time, without a statement of the reasons, and without being liable to pay any form of compensation to the Supplier whatsoever.
- (3) Agreements between the Parties are valid solely when they have been laid down in writing and signed by both Parties. Verbal agreements are valid solely once Bilfinger has confirmed them in writing.
- (4) The Supplier is deemed to be cognisant with any technical, safety, quality or other regulations referred to by Bilfinger in an agreement or in the annexes to an agreement unless the Supplier issues Bilfinger prompt written notification to the contrary. Bilfinger shall then issue further information about these regulations. The Supplier cannot subsequently invoke any grounds for exculpation in the absence of this prompt written notification to Bilfinger.

- (5) The Supplier shall test the information issued by Bilfinger to verify that it is correct and complete and shall issue Bilfinger prompt written notification of any incorrect information. The Supplier cannot subsequently invoke any grounds for exculpation in the absence of this prompt written notification to Bilfinger.
- (6) The Supplier shall issue Bilfinger prompt written notification, when feasible prior to the commencement of the work, of any doubts the Supplier may have about the intended design, the quality of the materials or components provided by Bilfinger or the performance by other businesses. The Supplier cannot subsequently invoke any grounds for exculpation in the absence of this prompt written notification to Bilfinger.

### 3. Scope of the Delivery

- (1) The nature and scope of the Delivery is specified by the agreement. Bilfinger is entitled to implement amendments to the agreement and to issue further instructions. Should the Supplier be of the opinion that the above shall result in a change in the price or in the delivery time then the Supplier shall issue Bilfinger notification within five working days of the receipt of the amendment or instructions from Bilfinger. The Supplier and Bilfinger will then reach further agreements immediately. The Supplier shall carry out work that has not been agreed explicitly but which is required for the fulfilment of the Delivery at no extra charge.
- (2) Bilfinger shall accept and settle any contract variances only when these contract variances have been agreed in advance, in writing, by a person Bilfinger has authorised for that purpose.

### 4. Prices

- (1) The prices are fixed and are exclusive of VAT. Unless otherwise agreed in writing, the prices are inclusive of all levies, customs duties, drawings/calculations, where relevant, instructions for use, packaging costs, transport costs and unloading costs, as well as insurance to the place of destination at Bilfinger. The Supplier is not entitled to add any surcharge whatsoever to the prices, including – but not restricted to – administrative charges or minimum order surcharges due, in the Supplier's opinion, to Bilfinger ordering too low a quantity in an agreement.
- (2) Goods and services are delivered DDP (Incoterms, latest version) unless otherwise agreed in writing.
- (3) If the Supplier reduces the prices specified in the agreement subsequent to the conclusion of the agreement and issues a general announcement of the reduced prices then the prevailing prices on the day of the Delivery shall also be applicable to this agreement.



## 5. Settlement of invoices

- (1) The Supplier shall submit specified invoices to Bilfinger within 30 days after the delivery or supply of the Delivery.
- (2) The invoice shall be settled within 60 days of the receipt of the invoice, provided that the invoice has been approved and the invoice specifies the information referred to in the third paragraph of this Article.
- (3) The invoice shall specify the name of the project, the project number, the Delivery and the payments received, and must be submitted to the invoice address specified by Bilfinger.
- (4) The settlement of an invoice does not imply the recognition of the Delivery's fulfilment of the agreement. The settlement does not release the Supplier from the Supplier's warranty obligations or other liabilities.
- (5) Bilfinger shall be issued written notice of default if the payment is not made in time. The interest rate for any interest Bilfinger is due as a result of late payment is equal to the European Central Bank's refinancing interest rate.

## 6. Assignment and subcontracting

- (1) The Supplier may assign claims for payment of the purchase price to third parties solely with prior permission from Bilfinger.
- (2) The Supplier is not entitled to transfer the performance of the agreement or any part of the agreement to third parties without prior written permission from Bilfinger.

## 7. Deduction of amounts receivable

Bilfinger is entitled to deduct amounts receivable from the Supplier pursuant to or in connection with an agreement with Bilfinger from the amounts payable to the Supplier by Bilfinger or by companies affiliated with Bilfinger. The companies affiliated with Bilfinger are entitled to deduct their amounts receivable and the amounts receivable by Bilfinger from the amounts payable to the Supplier pursuant to or in connection with an agreement.

## 8. Delivery time

- (1) The delivery time specified in the agreement is binding. On exceeding the delivery time the Supplier is immediately in default without needing further written notice of default. The timeliness of the Delivery is determined by the time of the transfer of the Delivery at the agreed place of Delivery. The Supplier is entitled to make an early Delivery solely after written agreement from Bilfinger. Any such early Delivery may never result in additional or higher costs for Bilfinger. The Supplier must issue prompt written notification of any delay in the Delivery to Bilfinger, together with a statement of the reason and the expected duration of the delay. The Supplier cannot subsequently invoke *force majeure* or any grounds for exculpation in the absence of this prompt written notification to Bilfinger.
- (2) Should the Supplier fail to fulfil the agreed delivery time and the failure can be imputed to the Supplier then the Supplier shall forfeit a penalty of 0.2% of the total agreement sum per day from the first working day on which the default occurs. This penalty can increase to a maximum of 5% of the total agreement sum. Bilfinger is also entitled to recover the full amount of the loss in excess of this penalty from the Supplier. The penalty and any compensation, where relevant, are without prejudice to Bilfinger's other statutory rights.
- (3) The acceptance of a delayed Delivery does not imply that Bilfinger has waived its rights pursuant to these Purchase Conditions or the law.

## 9. Delivery

- (1) The Supplier shall carry out a quality inspection of the Delivery and shall, by no later than the time of the transfer of the Delivery, demonstrate to Bilfinger that this inspection has been carried out. Bilfinger is entitled, after prior announcement, to attend the Supplier's quality inspection. The Supplier shall then grant Bilfinger access to the production, assembly and storage areas during regular working hours.
- (2) The Supplier warrants that the Delivery complies with the storage and transport regulations of the country of origin, country of transshipment and country of destination. The Supplier shall also provide for all the necessary documents.
- (3) Unless otherwise agreed in writing, the place of receipt is also the place of the performance of the agreement.
- (4) A confirmation of receipt is required for all Deliveries. This must be issued by a Bilfinger member of staff authorised to issue confirmations of receipt. This confirmation of receipt does not imply that the Delivery complies with the agreed requirements or that the Delivery is complete. Bilfinger's inspection of the Delivery is restricted to an inspection for visible defects. Bilfinger shall notify the Supplier of any defects, where relevant, within 14 calendar days of observing the defects.
- (5) The Supplier is expressly prohibited from substituting the agreed products in a Delivery by other comparable products without prior written permission from Bilfinger. The Delivery of another product as referred to in this paragraph of the Article may not result in higher costs for Bilfinger.
- (6) Bilfinger is entitled, but not obliged, to inspect the Delivery or arrange for its inspection. The Supplier shall cooperate fully with any such inspection, at the Supplier's expense, and shall make the information, material and staff required to carry out the inspection available to Bilfinger. Should this inspection result in Bilfinger's rejection of the Delivery then the Supplier will be under the obligation, at the Supplier's expense, to submit the lacking or rectified components or supply the replacement Delivery promptly for re-inspection by Bilfinger and without prejudice to all Bilfinger's other rights. Should this second inspection also result in Bilfinger's rejection of the Delivery then Bilfinger is entitled to dissolve the agreement with the Supplier without being under the obligation to pay compensation for the loss and costs. The provisions of this Article governing inspections are also applicable to acceptance tests carried out by or on behalf of Bilfinger.
- (7) The Supplier shall package the Delivery in a manner appropriate for the transport to the place of destination. The Supplier shall collect return packaging from Bilfinger free of charge. When the Delivery is delivered to a construction site then the Supplier shall collect the packaging material within a reasonable period of time as specified by Bilfinger. The associated costs are deemed to be included in the agreed prices. Should the Supplier fail to fulfil the obligation laid down in this paragraph of the Article after Bilfinger's issue of a written warning then Bilfinger is entitled to have the waste removed at the Supplier's expense.
- (8) The Supplier warrants that the Supplier will make the parts in the Delivery and the parts required for the maintenance of the Delivery to keep it in good condition available to Bilfinger for a period of 10 years, at prices in line with the market.

## 10. Ownership

- (1) The ownership of the Delivery is transferred to Bilfinger at the time the risk is transferred to Bilfinger as laid down in the agreed Incoterm (latest version). In the absence of this agreement the ownership of the Delivery is transferred to Bilfinger at the time it is delivered to the agreed place. When Bilfinger makes payments prior to the Delivery then the ownership of the Delivery to the amount of those payments is transferred to Bilfinger at the time of payment.
- (2) When the Delivery includes installation or assembly then the Supplier shall bear the risk until the time the installation or assembly has been accepted or put into operation by Bilfinger.
- (3) The retention of title – in any form whatsoever – is excluded.
- (4) All specifications, drawings, calculations, other information, models, work equipment and other equipment and similar made available by Bilfinger in connection with an agreement, hereinafter referred to as 'the Materials', as well as the associated patents and other intellectual property rights, remain Bilfinger's property even when they are held by the Supplier. The Supplier shall return the Materials to Bilfinger on the completion of the Delivery without needing a request to that effect. The Supplier shall maintain the Materials in good condition, at the Supplier's expense, and shall bear the risk of damage to or the loss of the Materials. The Supplier may not use the Materials for a purpose other than the purpose for which the Materials were issued.
- (5) Bilfinger is the sole owner of everything the Supplier develops in cooperation with Bilfinger or on Bilfinger's request, including the related patents and other intellectual property rights. The Supplier may make use of these developments for other purposes or make them available to third parties solely with written permission from Bilfinger. The Supplier retains the Supplier's existing patents and other intellectual property rights employed in connection with the Delivery unless explicitly agreed otherwise by Bilfinger and the Supplier.
- (3) The Supplier warrants that the Delivery encompasses all the relevant certificates, declarations, assembly instructions, user instructions, instruction sheets, specifications, drawings, calculations, reports and other comparable documents. The Supplier shall also transfer these documents to Bilfinger prior to the Delivery when this is required by law or on Bilfinger's request.
- (4) The Supplier warrants that the Delivery does not infringe third-party rights, such as patent rights or copyrights, and indemnifies Bilfinger in full against any third-party claims in this respect.
- (5) The Supplier warrants that the Supplier shall observe the regulations, safety instructions and other instructions prevailing at the place of Delivery.
- (6) The Supplier guarantees the Delivery for a period of 24 months after it has been put into operation or, when the Delivery is not put into operation within 6 months of its delivery, for a period of 30 months after its delivery unless explicit agreement has been reached on a longer guarantee period.
- (7) The Supplier shall issue Bilfinger prompt written notification should the Supplier be of the opinion that the Delivery cannot be performed in the appropriate manner. This is also applicable to evident known impediments. The common forms of disruptions of construction work do not entitle the Supplier to claim a postponed delivery time or additional compensation for costs. When the Supplier's Delivery is impeded by other Suppliers or third parties through no fault on Bilfinger's part then the Supplier's claims for compensation from Bilfinger, where relevant, are restricted to the amount of the claim that Bilfinger can pass on to the causer. The Supplier cannot subsequently invoke any grounds for exculpation in the absence of notification of the impediment to Bilfinger.
- (8) The Supplier is under the obligation, when Bilfinger so requests and at the Supplier's expense, to rectify all defects occurring during the guarantee period as soon as possible and in any case within a period, where relevant, stipulated by Bilfinger. If the Supplier fails to fulfil this obligation then Bilfinger is entitled to rectify the defect or arrange for its rectification. The Supplier shall then reimburse Bilfinger all the costs and loss associated with the rectification of the defect. Consequently, these costs include – but are not limited to – any dismantling and assembly costs, travel and accommodation costs and labour costs. The Supplier also indemnifies Bilfinger fully against any third-party claims in this respect.

## 11. Guarantee and indemnification

- (1) The Supplier warrants that the Delivery possesses the agreed properties, is of good quality and free of design, manufacturing and material defects, and is suitable for the purpose for which it was intended at the time of the conclusion of this agreement. The Delivery shall, in particular, comply with all relevant national and international private and public law regulations, generally recognised engineering standards, and safety, environmental, working conditions and accident-prevention regulations.
- (2) The Supplier warrants that competent personnel shall be deployed for the performance of the Delivery. The Supplier warrants that all personnel the Supplier deploys on Bilfinger's behalf are legally permitted to work at the place of Delivery, possess the required proof of identity and work permit, are remunerated in accordance with the statutory requirements and that the Supplier pays the mandatory tax and social security contributions in time. The Supplier indemnifies Bilfinger in full against claims from third parties, including government bodies, arising from the Supplier's failure to fulfil the warranties specified in this Article for any reason whatsoever. The above is without prejudice to Bilfinger's other rights.
- (9) On the rectification of a defect in the Delivery or the supply of a replacement Delivery then the full guarantee period shall once again be applicable.
- (10) The Supplier hereby assigns, as security for the fulfilment of the agreed obligations, the Supplier's rights relating to defects, guarantees and compensation in connection with the suppliers of the Supplier to Bilfinger and Bilfinger accepts this assignment at the time of the conclusion of the agreement.
- (11) The above paragraphs of this Article are without prejudice to Bilfinger's other statutory rights.

## 12. Suspension, cancellation and dissolution

- (1) Bilfinger is at all times entitled to suspend or cancel a Delivery in full or in part prior to its delivery. In the event of the suspension or cancellation of the Delivery the Supplier is entitled to compensation of the demonstrable costs incurred until the time of the suspension or cancellation, unless the suspension or cancellation was the result of the Supplier's attributable failure to fulfil the agreed obligations.
- (2) Should the Supplier fail to fulfil the agreed obligations or fail to fulfil them in time then Bilfinger is entitled, without further written notice of default, to dissolve an agreement either in full or in part, without being obliged to pay any compensation whatsoever and without prejudice to Bilfinger's other rights.
- (3) Bilfinger is also entitled to dissolve the agreement either in full or in part with immediate effect in the event of the Supplier's bankruptcy, suspension of payments, liquidation or the cessation of the Supplier's business, without being obliged to pay any compensation whatsoever and without prejudice to Bilfinger's other rights.
- (4) Should the Supplier cancel the order either in whole or in part then Bilfinger is entitled to claim at least 15% of the price of the cancelled part. Bilfinger is then also entitled to claim compensation for all demonstrable loss in excess of 15% of the remaining price of the cancelled part.
- (5) All Bilfinger's claims on the Supplier pursuant to the instances referred to in paragraphs 2 and 3 of this Article are immediately due and payable in full.

## 13. Liability

- (1) The Supplier bears the full liability for all attributable loss, of any nature whatsoever, incurred as a result of or arising from acts or omissions on the part of the Supplier or the part of third parties called in by the Supplier.
- (2) The Supplier indemnifies Bilfinger against all third-party claims relating to the loss, of any nature whatsoever, incurred by those third parties as a result of or arising from acts or omissions on the part of the Supplier or the part of third parties called in by the Supplier.

## 14. Insurance

- (1) The Supplier shall arrange for adequate insurance to cover the Supplier's liability pursuant to the legal relationship with Bilfinger or pursuant to the law. The Supplier shall furnish proof of this insurance to Bilfinger on first request.
- (2) The Supplier shall in any case have taken out statutory liability insurance which provides cover of a minimum of € 5,000,000 for each claim.
- (3) When the Supplier delivers a product the Supplier shall in any case have taken out statutory liability insurance which provides cover of a minimum of € 5,000,000 for each claim.
- (4) The Supplier shall take out transport insurance when the Supplier bears the risk of the transport. This insurance shall cover at least 110% of the commercial value of the goods to be transported.

## 15. Confidentiality and protection of data

- (1) The Parties are under the obligation to treat the contents of agreements as strictly confidential and to comply with the provisions of the national and international protection of data regulations. The Parties shall, in particular, refrain from making unfavourable public statements about the other Party.
- (2) The Parties shall treat all confidential information about the other Party of which they take cognisance in connection with an agreement as strictly confidential. Within the context of this Article 'confidential information' is understood as all technical, financial, commercial and other information originating from the Parties about issues including the Parties' strategy, operations and products, irrespective of whether or not that information is laid down in writing, drawings or on other data carriers. The obligation to maintain confidentiality is not applicable to information that is accessible to the public or was already known to the Party at the time it was issued by the other Party.
- (3) The Parties also undertake to disclose confidential information about the other Party solely to the staff, subcontractors and suppliers that are entrusted with the Delivery and with whom the Supplier has reached agreement on confidentiality and the protection of data.
- (4) The obligations to maintain confidentiality laid down in this Article are also applicable during a period of 5 years after the termination of this agreement.
- (5) The Supplier is not permitted to make use of the existence of the business relationship with Bilfinger or of the content of the business relationship for advertising purposes without prior written permission from Bilfinger.

## 16. Code of conduct

The Supplier is under the obligation to comply with the 'Code of Conduct for Subcontractors and Suppliers' attached in an annex to these Purchase Conditions.

## 17. Applicable law and competent court

- (1) In addition to these terms and conditions, all legal relationships between the Supplier and Bilfinger are governed by Belgium Law. The applicability of the Vienna Sales Treaty (CISG) is excluded.
- (2) All disputes that may arise between the Supplier and Bilfinger that cannot be settled in mutual consultation shall be submitted to the competent court for the region in which Bilfinger has its registered office.

## 18. Null and void provisions

Should a provision in these terms and conditions be null and void or be nullified either in full or in part then the other provisions shall remain unimpaired. The Parties shall then replace the null and void or nullified provision as soon as possible, when maximum possible account will be taken of the objective and purport of the null and void or nullified provision.

# Vendor Declaration

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As part of our commitment to following the principals contained in the Bilfinger Code of Conduct, we expect our business partners to follow comparable standards in their conduct. Our expectations are set out here, in our Vendor Declaration, which you are contractually obliged to follow.

## *Compliance with laws and adherence to generally accepted standards*

As a vendor to Bilfinger we will:

- Comply with applicable laws and regulations, including relevant anti-corruption legislation
- Operate in accordance with generally accepted principles and standards relating to social and environmental responsibility, and internationally recognized human rights including laws preventing modern slavery

## *Anti-Bribery and Anti-corruption*

As a vendor to Bilfinger we will:

- Not partake in any form of corruption or bribery, and ensure that business decisions are not influenced through any improper or illegal payments, either through cash, gifts, travel or anything else of value including intangible benefits
- Refrain from presenting any invitations or gifts, or anything of value, to Bilfinger employees with an intention to gain any form of influence
- Disclose to Bilfinger any requests or pressure to provide bribes (any kind of benefit) in any form, either to Public Officials or any other parties, directly or indirectly, that may try to influence or provide an unfair business advantage

## *Books and records*

As a vendor to Bilfinger we will:

- Maintain complete books and records that accurately reflect all business transactions and expenditures that are prepared in accordance with applicable laws and regulations

## *Conflicts of interest*

As a vendor to Bilfinger we will:

- Avoid situations where our own interests conflict, or could conflict, with the business interests of Bilfinger
- Notify Bilfinger without delay, if we become aware of a conflict of interest, including if a Bilfinger employee has a financial interest in our company or is related to our company in any other way

## *Protection of assets and information*

As a vendor to Bilfinger we will:

- Contribute to safeguarding Bilfinger's assets from theft, misuse or waste
- Take necessary measures to protect, and keep Bilfinger data and information that is available to us confidential

## *Anti-competition and economic and trade sanctions*

As a vendor to Bilfinger we will:

- Not engage in any activities that could reasonably be construed as being anti-competitive, abusive or unfair, and comply with applicable anti-trust and anti-competition laws and regulations
- Comply with laws and regulations governing the export or import of goods, products and services, and those relating to economic and trade sanctions, and anti-boycott

## *Insider trading*

As a vendor to Bilfinger we will:

- Avoid insider trading by not buying or selling Bilfinger or another company's securities when in possession of insider information about Bilfinger that is not available to the investing public, and that could influence an investor's decision to buy or sell the security

## *Employees*

As a vendor to Bilfinger we will:

- Provide for safe workplaces that comply with international labour standards
- Ensure fair employment practices, and refrain from any form of unethical or illegal employment practices (such as harassment or physical assault, any form of slavery, servitude and forced or compulsory labour including, but not limited to child-labour)
- Not discriminate against employees on the grounds of their ethnicity, gender, sexual orientation, religion, ideology, disability or age
- Assure the rights of association and collective bargaining and provide employees with written agreements of employment, as governed by local legislation
- Ensure that wages, working hours, vacation and leave periods provided to employees and hired external contractors are in accordance with applicable law and/or agreements
- Adhere to all applicable data protection laws



# Vendor Declaration

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## Environment

As a vendor to Bilfinger we will:

- Conduct our operations safely and minimize the environmental impact of our business activities
- Comply with applicable environmental legislation and permits

## Communities

As a vendor to Bilfinger we will:

- Respect the local community and seek to prevent and mitigate adverse impact on local community

## Standards towards our own Vendors

As a vendor to Bilfinger we will:

- Demand from our own vendors and subcontractors to adhere to the principles set forth in this Vendor Declaration
- Systematically include and follow up on these obligations in our business relationships with them

## Material compliance and conflict minerals

As a vendor to Bilfinger we will:

- Ensure that goods and materials provided to Bilfinger are not sourced in illegal or unethical ways
- Confirm the implementation of appropriate due diligence measures for the responsible sourcing of minerals to ensure compliance with relevant regulations.
- In case we produce, buy or trade with regulated Conflict Minerals (tantalum, tin, tungsten, gold, or any other mineral or its derivatives determined to be financing conflict) from the Democratic Republic of Congo (DRC) or adjoining countries, inform Bilfinger and upon request make our due diligence measures and results available to Bilfinger, to eliminate the possibility that such minerals are supplied to Bilfinger

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By signing this document, you confirm that you will fulfill the requirements in this Vendor Declaration. To the extent you are not able to provide supporting documentation, you confirm your willingness to start a process of documenting your performance against these requirements.

Bilfinger reserves the right to request further self-declarations, certifications or to take any other reasonable action as contractually agreed where there may be concerns.

In cases of concern or, if you become aware of any inappropriate action by Bilfinger personnel, you are encouraged to report these to the Bilfinger Reporting Line (see <http://www.bilfinger.com/en/company/responsibility/compliance/> for global phone numbers) or anonymously through our online reporting portal, available at the same link.

## Declaration signed by vendor:

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of signing person: \_\_\_\_\_

Function of signing person: \_\_\_\_\_

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature



**BILFINGER**

## **Side Letter Business Conduct Clauses**

Dear Supplier,

In addition to, and as an integral part of, any and all agreements and arrangements between you and us (the "**Agreements**") the following provisions ("**Business Conduct Clauses**") shall apply with immediate effect:

### **1. Compliance Obligation**

You shall comply with all applicable laws and regulations including but not limited to anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to you or your services.

### **2. Anti-Corruption Obligation**

You hereby represent and warrant that neither payments nor any other advantages or favours have been or shall be, directly or indirectly, offered, promised, or provided to: (i) a private party, which as a result could lead to an improper advantage in relation to our business; or (ii) a public official, member of the judicial system or any other government-related or state-owned entity or person ("**Public Official**") for himself or herself or another person or entity, in order to influence official action, or any Public Official.

### **3. Termination Right**

You acknowledge and agree that any breach of the Business Conduct Clauses set out in this letter will be deemed a material breach of contract entitling us to terminate the Agreements at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment. We shall not be obliged to compensate any loss suffered by you as the result of a termination under this Termination Right.

### **4. Books and Records**

You shall keep full records in relation to the performance of the Agreements. The content of these records shall include, but not be limited to full and accurate description of your performance and the performance of your Subcontractors (e.g. details of service providers, timesheets, and relevant correspondence or summaries thereof), all expenditures, all payments made and any other documents created or received in connection with the Agreements.

## 5. Payment Details

All payments to you by us will be made only after receipt of an invoice referring to the respective Agreement and setting out details of the services provided and/or products delivered, by transfer to a bank account held in your name in the country where the respective Agreement is to be performed or where you have established your principal place of business.

The foregoing provisions shall be deemed acknowledged and accepted by you upon continuation of our business relationship without objection. For the completion of our files, we kindly ask you to return a countersigned copy of this letter to our attention.

Kind regards



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Mady van den Dool  
Manager Subcontracting



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Axel de Wilde  
Manager Procurement

We hereby accept explicitly the provisions of this letter.

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Date, place

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Print name / signature

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Print name / signature