

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

DEFINITIONS

1. For the purposes of these general conditions, the following terms are defined as follows:

“Agreement” means the written arrangements concerning the supply of Goods and/or services made by and between CEGELEC INFRA TECHNICS as contractor and the Client as client, including these general terms and conditions and the attached documents and/or annexes.

“Authorised Representatives” means the persons able to act on behalf of the Parties for the purposes of the Agreement.

“CEGELEC INFRA TECHNICS” means NV CEGELEC INFRA TECHNICS, having its registered office at 1130 Brussels, 44 Bourget avenue, RLP (Brussels) no. 0476.190.123, together with any legal successors by singular or universal title.

“Client” means the natural or private-law or public-law legal person issuing the Order.

“Force Majeure” means any circumstance that is unforeseeable at the time of entering into the Agreement and occurs outside the control of the Parties and temporarily or definitively prevents performance of the Agreement, including (without limitation) fire, epidemic, war, general mobilisation, riot, public confiscation, attachment, embargo, restrictions relative to energy and failure or delay in deliveries by supplier/subcontractors that are occasioned by such circumstances.

“General Conditions” means these general conditions for the sales of goods and services.

“Goods” means the scope of supply of CEGELEC INFRA TECHNICS, including equipment, systems, software, etc., as set out in the Agreement.

“Intellectual Property Rights” means all intellectual property rights, whether registered or unregistered, including, without limitation: patents (and patent applications), utility models, copyrights, database rights, design rights (registered or unregistered), trademarks, trade names, domain names, trade secrets, know-how, moral rights, any rights to protect confidential information, as well as derivative rights, redevelopments, and all rights and forms of protection of a similar nature or having an equivalent or similar effect to any of the foregoing. This definition includes all present and future rights, throughout the world.

“Offer” means the offer to contract that CEGELEC INFRA TECHNICS addresses to the Client on the basis of the Call for Tenders.

“Order” means the Written acceptance by the Client of the Offer.

“Order Confirmation” means the Writing issued by CEGELEC INFRA TECHNICS by which CEGELEC INFRA TECHNICS confirms the Order.

“Party” means CEGELEC INFRA TECHNICS or the Client.

“Parties” means CEGELEC INFRA TECHNICS and the Client.

“Services” means the services provided by CEGELEC INFRA TECHNICS in performance of the Agreement.

“Specifications” means in case of Goods “off the shelf”, CEGELEC INFRA TECHNICS’s specification or the technical specifications and conditions drawn up by or on behalf of the Client or final client.

“Writing” means any written document, regardless of the data medium (letter, fax, e-mail), provided it allows identification of the Party/ies from which document emanates. An unapproved site report or minute qualifies as a Writing emanating from the Party that has prepared it. An approved site report or minute qualifies as a Writing emanating from both Parties. The adjective “Written” and adverb “In Writing” have corresponding meanings.

SCOPE OF APPLICATION

2. These General Conditions are applicable to all Offers from CEGELEC INFRA TECHNICS for the sale of Goods and Services and form an integral part of any Agreement. They exclude all other conditions, including any general purchase or other general conditions of the Client’s. Particular or divergent terms and conditions shall only apply if expressly agreed in writing by the Parties. In such case, they shall prevail over the provisions of these General Conditions.

THE OFFER

3. The Offer is based on the details in the call for tenders, the Specifications or any other Writing emanating from the Client or its agent (including any consultancy firm designated by the Client) in which the Goods/Services are described. Those details are deemed to be correct and complete. The Client relieves CEGELEC INFRA TECHNICS from any duty to investigate or provide information in this respect. The consequences of any errors or omissions in the Call for Tenders, Specifications or any other Writing emanating from the Client or its agent are borne by the Client, which shall hold CEGELEC INFRA TECHNICS harmless.

4. The Offer is only valid for acceptance up to the acceptance deadline set down therein. If the Offer does not lay down an acceptance deadline, a period of fourteen (14) days applies as from the date of the Offer. After expiry of the acceptance deadline, CEGELEC INFRA TECHNICS is not bound by any acceptance of the Offer by the Client. In such latter case, the Client’s acceptance of the Offer constitutes an offer to contract on the basis of the Offer. CEGELEC INFRA TECHNICS may, but is not obliged to, accept that offer. If, at the request or with the consent of the Client, CEGELEC INFRA TECHNICS has commenced the execution before the Client has accepted the Offer, then performance of the Agreement shall be deemed tacit acceptance of the Offer by the Client.

5. Excepting tacit acceptance as provided for at the end of clause 4 of these General Conditions, acceptance of the Offer by the Client must be In Writing by its placing an Order. If the Order differs from the Offer, CEGELEC INFRA TECHNICS is not bound under the Order and no Agreement is formed unless CEGELEC INFRA TECHNICS subsequently expressly accepts the Order In Writing.

THE AGREEMENT

6. The Agreement comprises the Order Confirmation, the Offer, the Order, these General Conditions, the Call for Tenders and the Specifications, including any schedules.

7. Any conflicts among the provisions of the various documents forming part of the Agreement are resolved by giving priority to the provisions of the document named earlier in the list of documents set forth in clause 6 above.

8. The Agreement constitutes the entire agreement by and between the parties concerning the supply of Goods and/or Services by CEGELEC INFRA TECHNICS to the Client and supersedes all prior agreements, written or oral, regarding the object of the Agreement.

9. All data, specifications, and illustrations contained in catalogues, brochures, price lists, diagrams, technical drawings or any other documentation issued by CEGELEC INFRA TECHNICS are provided for information purposes only. Such documents, including any dimensional or performance characteristics contained therein, shall only be binding upon CEGELEC INFRA TECHNICS if expressly agreed in writing with the Client.

AMENDMENTS AND SUPPLEMENTS TO THE AGREEMENT

10. Amendments to the Agreement are only binding on the Parties if they are agreed to by the Authorised Representatives in a Writing that sets forth a description of the amendment(s) itself/themselves and the consequences thereof in terms of (at least) price and deadline.

11. Supplements that are the consequence of errors or omissions in the Call for Tenders, Specifications or any other Writing emanating from the Client or its agents must be compensated in full by the Client in accordance with the provisions of clause 3, above.

PRICE

12. Unless otherwise agreed in writing, the prices communicated by CEGELEC INFRA TECHNICS or agreed with it are net, exclusive of VAT and any other applicable taxes, duties or charges, and do not include costs related to packaging, transport, unloading, insurance, installation, assembly, permits, or any other additional services.

13. For any additional services referred to in clause 12, CEGELEC INFRA TECHNICS shall be entitled to compensation for the related costs, based on the actual expenses incurred.

14. The agreed prices are based on the cost levels in effect at the time the Agreement is concluded. In the event of a significant and objectively justified change in production or logistics costs (including, but not limited to, raw materials, energy, or transport), CEGELEC INFRA TECHNICS reserves the right to adjust the prices, subject to written notice to the Client, accompanied by a justification.

INVOICING AND PAYMENT

15. Unless otherwise agreed in writing, the Client shall make a down-payment at the time of the Order, equal to twenty per cent (20%) of the total price of the Goods and/or Services (exc. VAT). Aside from this down-payment, CEGELEC INFRA TECHNICS will invoice the Client on the basis of progress in the Services and the supply of Goods. The down-payment paid by the Client shall be applied exclusively to the final balance of the price of the Goods and/or Services. It may under no circumstances be offset against other amounts owed by the Client, nor considered as a partial payment of previous instalments.

16. All invoices issued by CEGELEC INFRA TECHNICS to the Client are payable within thirty (30) days following the invoice date, without any deduction. All payments shall be made by electronic funds transfer into CEGELEC INFRA TECHNICS' bank account as stated on the invoice. Any bank charges or commissions shall be borne by the Client. Any overdue payment will officially result in the levying of an interest of 1% per month as from its due date, as well as a fixed compensation amounting to 10% of the unpaid amount with a minimum of 250,00 EUR.

17. If payment to CEGELEC INFRA TECHNICS is not made or delayed, CEGELEC INFRA TECHNICS shall be entitled to suspend its deliveries/services, terminate and/or dissolve the Agreement, and/or claim for compensation of all damages it has suffered as a result of the Client's default.

18. CEGELEC INFRA TECHNICS reserves the right to apply set-off between amounts owed to it by the Client and any amounts that CEGELEC INFRA TECHNICS might be due to the Client. In the event of bankruptcy or any other form of insolvency on the Client's part, all amounts owed by the Client shall be due immediately and set-off will apply against any amounts still due by CEGELEC INFRA TECHNICS.

DELIVERY TIME/DELIVERY

19. The delivery time for Goods and Services shall commence after the Agreement is concluded and upon CEGELEC INFRA TECHNICS's receipt of prepayment. CEGELEC INFRA TECHNICS shall have the right to adjust the delivery time if the Client still needs to provide documentation, (technical) data, and confirmations to CEGELEC INFRA TECHNICS necessary for the execution of the order, or has not otherwise fulfilled its prior obligations.

20. CEGELEC INFRA TECHNICS shall deliver Goods according to INCOTERMS 2020 EXW (CEGELEC INFRA TECHNICS's premises), unless otherwise agreed upon in writing by and between the Parties.

21. The Goods shall be considered delivered once the risk has passed in accordance with the applicable INCOTERM. Services shall be considered delivered upon completion.

22. If the planned delivery of Goods is delayed by the Client, CEGELEC INFRA TECHNICS is entitled to charge additional storage costs. CEGELEC INFRA TECHNICS shall be entitled to transfer the Goods to a storage location at the Client's expense and risk, in which case CEGELEC INFRA TECHNICS shall also be entitled to demand full payment for the Goods.

23. Except if expressly provided to the contrary in the Agreement, all deadlines shall merely be indicative. Failure to meet the stated deadlines shall in no event justify a claim by the Client to refuse acceptance or suspend or terminate the Agreement, refuse to pay CEGELEC INFRA TECHNICS' invoices or for damages.

24. CEGELEC INFRA TECHNICS may put back the delivery time:

- a. if delivery time is delayed or prevented by circumstances outside CEGELEC INFRA TECHNICS' control, including, but not restricted to, acts (or failures) by the Client or its agents (e.g. failure to make (timely) delivery of approved plans, failure to make (timely) delivery of technical specifications), failure of third parties to comply with execution or delivery dates and events of Force Majeure;
- b. if the Client fails to make payment in whole or in part of one or more invoices issued by CEGELEC INFRA TECHNICS on their due dates. CEGELEC INFRA TECHNICS is entitled to suspend the execution deadlines until the Client pays the relevant invoices;
- c. any time CEGELEC INFRA TECHNICS is entitled to suspend performance of the Agreement.

25. If the Agreement provides for penalties or liquidated damages for failure by CEGELEC INFRA TECHNICS to meet the execution deadlines, the following principles shall apply:

- a. the penalty or liquidated damages are only due by CEGELEC INFRA TECHNICS if the Client evidences that failure to meet the deadline is solely due to a fault attributable to CEGELEC INFRA TECHNICS;
- b. CEGELEC INFRA TECHNICS' payment of the penalty or liquidated damages relieves it of any further liability and excludes any further damages or penalty for exceeding the deadline;
- c. the amount of the penalty or liquidated damages is limited to 0.1% per calendar week's delay, calculated on the price of the Goods/Services delivered late, and shall be capped at a maximum of 3% of said price
- d. the Client may only rely on a failure to meet a deadline if it has given a formal notice thereof to CEGELEC INFRA TECHNICS In Writing and after having granted CEGELEC INFRA TECHNICS a reasonable period to perform the Agreement

26. CEGELEC INFRA TECHNICS shall have the right to organize and provide Services at its discretion, with or without the involvement of third parties. Any cooperation required from the Client, such as in the case of possible assembly, commissioning, and operational handover, shall be agreed upon through mutual consultation.

27. The Client undertakes to allow CEGELEC INFRA TECHNICS to carry out the delivery of the Goods and the performance of the Services without restriction or hindrance. To this end, the Client shall provide CEGELEC INFRA TECHNICS, in a timely manner, with all necessary technical specifications related to the products concerned or in connection with which the work is to be performed.

Where the delivery of the Goods or the performance of the Services is to take place outside the premises of CEGELEC INFRA TECHNICS, the Client undertakes to ensure that the work environment is safe, freely accessible, and compliant with applicable regulations and instructions. The Client shall, at its own cost and risk, provide adequate lighting, power and electricity supply, lifting equipment or similar means, any required specific or large-scale tools, as well as all suitable minor materials and (spare) parts. All costs related to access conditions, permits, certifications and/or authorisations required for CEGELEC INFRA TECHNICS personnel to perform their tasks shall be fully borne by the Client.

28. The Services must be able to be carried out successively by CEGELEC INFRA TECHNICS. Interruptions or changes in timetabling must be notified by the Client to CEGELEC INFRA TECHNICS In Writing at least fourteen (14) days beforehand. All expenses that CEGELEC INFRA TECHNICS incurs due to interruptions owing to changes in the timetable that are decided on by the Client or caused by other events that suspend the performance of the Agreement will constitute an additional charge for the Client even if CEGELEC INFRA TECHNICS has been notified thereof In Writing in time.

TESTS

29. Tests and checks are carried out, unless otherwise stipulated, on CEGELEC INFRA TECHNICS's premises, according to the agreed specifications.

30. The Client may ask to be present for the tests/checks. The parties will therefore agree on the date of the tests/checks. If the Client is not present/represented at these tests, of which he has been informed at least five (5) working days in advance, he will not be able to challenge the report or the results.

31. If the client would like additional tests/checks or at other locations, these would be carried out at his expense.

ACCEPTANCE

32. The Client shall be required to take delivery of the Goods and/or Services in accordance with the Agreement.

33. Upon receipt of Goods and/or Services, the Client shall promptly inspect them. Visible non-conformities and defects must be reported to CEGELEC INFRA TECHNICS in writing immediately and no later than 5 (five) business days after receipt of the Goods and/or Services, if no inspection has been agreed upon. After this period, any claim for visible nonconformities and/or defects in Goods against CEGELEC INFRA TECHNICS shall expire.

34. In case of visible non-conformity and/or defect of the Goods and/or Services, CEGELEC INFRA TECHNICS shall have the right to repair or replace the Goods, or provide the Services again within a mutually agreed upon period, whereby the Client shall not be entitled to cancel the Order and/or claim any damages.

35. With respect to the Services, the Client's signature on the relevant document (such as a service report, timesheet, intervention record, or similar) shall constitute final and unreserved acceptance of the Services described therein. Such document shall be deemed conclusive evidence between the Parties and shall exclude any subsequent claim in this regard.

36. Minor defects or imperfections in the Goods that do not substantially affect their intended use shall under no circumstances constitute grounds for refusal of acceptance by the Client.

37. Once the Goods are assembled, modified or put into use by the Client, claims as provided under this section shall no longer be accepted.

WARRANTY

38. CEGELEC INFRA TECHNICS warrants that the Goods it delivers (with the exception of software) shall conform to the technical specifications set out in the Agreement and shall be free from defects in materials and workmanship during the warranty period.

39. For Goods, the warranty period is twelve (12) months from the date of delivery or, if there is actual installation (even in part), as from installation - whichever occurs first. For Services, a warranty period of three (3) months after performance applies. Final acceptance takes place automatically by virtue of mere expiry of the warranty period.

40. The warranty obligation shall, at the discretion of CEGELEC INFRA TECHNICS, consist either in the repair or replacement of defected (the defective parts of) Goods or defected (the defective parts of) Services that manifest defects during the warranty period that were not visible at the time of acceptance. The warranty for supplied software shall be limited to the correction of deviations from the agreed specifications. For components of the Goods not manufactured by CEGELEC INFRA TECHNICS, the latter shall not provide a broader warranty than that which it has obtained from its own suppliers. Unless otherwise agreed, the warranty period for repaired or replaced items shall expire under the same terms and conditions as the original items.

41. The Client shall notify CEGELEC INFRA TECHNICS in writing of any defect discovered within five (5) business days from the date of its detection. Such notice shall include a detailed description of the defect. Its purpose is to enable CEGELEC INFRA TECHNICS to examine the reported defects.

The Client shall send (the defective Part of) the Goods to CEGELEC INFRA TECHNICS at Client's expense. CEGELEC INFRA TECHNICS shall return the repaired or replaced (Part of) Goods back to the Client on basis of the INCOTERMS 2020 EXW (CEGELEC INFRA TECHNICS factory). The costs of removal and reinstallation shall be borne by the Client.

42. During the warranty period, the Client is responsible for maintenance, oversight and examination of the Goods/Services and for the other tasks that are necessary for their upkeep and proper functioning.

43. Any defect caused by improper use by the Client or damage caused by third parties or as a consequence of an accident or other external cause is excluded from the warranty. Nor does the warranty cover replacement of consumables or normal wear and tear.

44. Performance by CEGELEC INFRA TECHNICS of its warranty obligation as set out in clause 32 above, constitutes a complete remedy for any damage that is directly or indirectly caused by defects that manifest themselves during the warranty period. Any other form of damages, penalty or remedial measure is expressly excluded.

45. CEGELEC INFRA TECHNICS' warranty obligation shall lapse automatically if the Client itself or a third party disassembles, replaces, modifies or repairs the Goods / the executed Services (including any supplied software) without the prior Written consent of CEGELEC INFRA TECHNICS, or in the event of a substantial breach of the assembly, storage or usage instructions, provided that such breach directly contributed to the defect observed.

TRANSFER OF RISK AND TITLE

46. The risk for Goods shall be transferred at the time of delivery in accordance with the applicable INCOTERM.

47. Shipping, transport, unloading, and insurance of the Goods to be delivered shall be at the risk of the Client, unless otherwise agreed upon in writing.

48. All Goods delivered and Services provided by CEGELEC INFRA TECHNICS shall remain the property of CEGELEC INFRA TECHNICS until full payment has been made for all amounts owed by the Client in connection with the Agreement, including damages, costs, and interest.

49. If the Goods are delivered before full payment has been made, the Client shall take such measures as necessary to indicate that the Goods are the property of CEGELEC INFRA TECHNICS and, if necessary, notify the credit or pledge holder and the lessor thereof, with a copy to CEGELEC INFRA TECHNICS.

50. The Client undertakes not to sell, transfer, assign, or encumber the Goods as long as they remain the property of CEGELEC INFRA TECHNICS. In the event of a breach of this obligation, the Client shall owe a fixed indemnity equal to ten percent (10%) of the price of the Goods concerned, in addition to payment of the purchase price and any applicable interest. Furthermore, in the event that the Goods are resold by the Client prior to full payment, the retention of title shall automatically transfer to the receivable held by the Client against the sub-purchaser, up to the amount of the outstanding balance

LIABILITY

51. Notwithstanding any clause to the contrary and excepting willful misconduct or in case of harm to the life or physical integrity of a person, CEGELEC INFRA TECHNICS' contractual and extra-contractual liability arising under or relating to the Agreement is limited as follows:

- a. the total maximum amount of the loss for which CEGELEC INFRA TECHNICS can be held liable is limited to a hundred per cent (100%) of the total price (exc. VAT) of the Order from which the damage arises
- b. CEGELEC INFRA TECHNICS shall in no event be liable to make good production losses, lost profits, loss of earnings, interruption of operations and/or operational losses, costs relating to the replacement of energy supply, increase in costs or loss of expected savings, loss or damage to data, damage to reputation or any other form of non-pecuniary loss or indirect or consequential damages;
- c. CEGELEC INFRA TECHNICS' entire liability lapses automatically two (2) years after acceptance of Goods or Services;

d. without prejudice to the terms of paragraph (c), above, CEGELEC INFRA TECHNICS' entire liability lapses in each individual case where the Client fails to notify CEGELEC INFRA TECHNICS by registered letter within two (2) months of the date on which the event giving rise to the loss occurs;

e. Any extra-contractual liability claim against an employee and/or (managing) director of CEGELEC INFRA TECHNICS is excluded

INSURANCE

52. The Client and CEGELEC INFRA TECHNICS have taken out adequate insurance to cover their liability and shall provide a statement from their insurer attesting thereto upon request. In the event of an insurer's intervention, the Client shall provide a waiver of recourse against CEGELEC INFRA TECHNICS, under which it shall hold CEGELEC INFRA TECHNICS harmless from any claim by its insurer.

CONFIDENTIALITY AND INDUSTRIAL - INTELLECTUAL PROPERTY RIGHTS

53. The Client undertakes to treat the content of the Offer and the Agreement (including all their schedules) as confidential and not to disclose them to third parties or render them public or make use of them, unless such is strictly necessary for proper performance of the Agreement. The Client shall treat such confidential information with the same level of care as it applies to its own confidential information and shall limit disclosure to personnel who need to know. This confidentiality obligation shall survive the termination of the Agreement for a period of 10 (ten) years. Information that is or becomes publicly accessible or without the disclosure being attributable to the receiving party shall not be considered confidential information.

54. A Unless otherwise agreed between the Parties, manufacturing and detail plans or drawings shall not be provided by CEGELEC INFRA TECHNICS. If they are passed over to the Client, such shall be merely for information and assessment purposes. CEGELEC INFRA TECHNICS retains ownership rights over such documents. The Client does not acquire any right of ownership therein or any right of use for other purposes than proper performance of the Agreement.

55. CEGELEC INFRA TECHNICS holds all rights to any software referenced in the offer and may grant a sub-license. Where applicable, the Client shall receive a limited, simple, non-exclusive and non-transferable license, solely for the use or maintenance of the Goods and/or Services. The software may not be copied or modified. If the Client is not the end user of the software, it undertakes to ensure that the specific license terms are accepted by the end user.

FORCE MAJEURE

56. A party cannot be considered as having failed to fulfil its obligations if these failures are due to the occurrence of a case of Force Majeure.

57. The party wishing to invoke force majeure shall notify the other party promptly in writing (including by email) when a delay becomes likely or unavoidable.

58. In the event of temporary force majeure situation, the fulfilment of obligations is suspended for the duration of the temporary impossibility plus the time needed to resume the services provided for in the Agreement.

59. If a force majeure situation lasts longer than 3 (three) months, either party may terminate the Agreement in writing for the unenforceable parts thereof without any liability or compensation for potential damages.

UNFORESEEN CIRCUMSTANCES

60. The Client is aware of the challenges related to epidemics, wars (official or unofficial), governmental regulations and measures (including sanctions), civil unrest, general shortages of components, elements and raw materials, market volatility, as well as fluctuations and shortages affecting the availability, cost, and capacity of logistics and transport. These events may impact normal business operations, execution costs, delivery and/or performance of the Contract, the consequences of which cannot be fully known at the time of its conclusion.

61. Notwithstanding any provision to the contrary in the Contract, the parties agree that if CEGELEC INFRA TECHNICS demonstrates that, due to the aforementioned circumstances (or other similar circumstances): (i) which occurred after the conclusion of the Contract; and (ii) which were beyond the reasonable control of CEGELEC INFRA TECHNICS; and (iii) which CEGELEC INFRA TECHNICS could not reasonably have prevented or sufficiently mitigated, and (iv) which disrupt the contractual balance, the Parties shall be required to negotiate in good faith alternative contractual terms that reasonably take into account the consequences of the event.

62. If the parties do not agree on alternative contractual terms and conditions within a reasonable time after invoking this Section by CEGELEC INFRA TECHNICS, the latter shall be entitled to terminate the Agreement.

SUSPENSION AND TERMINATION

63. CEGELEC INFRA TECHNICS may suspend the Agreement with immediate effect in the following cases. CEGELEC INFRA TECHNICS shall notify the Client In Writing prior to suspension in so far as practicable.

a. In the event of an event of Force Majeure affecting it.

b. If the Client fails to pay one or more invoices from CEGELEC INFRA TECHNICS on their due dates, in whole or in part.

c. If, based on objective information, CEGELEC INFRA TECHNICS reasonably concludes that the Client's solvency is compromised, unless the Client produces payment guarantees that are reasonably acceptable to CEGELEC INFRA TECHNICS.

d. In case of Services, if circumstances on the site do not comply with applicable health and safety standards.

e. If the Client fails to fulfil one or more obligations arising under the Agreement and fails to remedy same within fifteen (15) days of receiving a Written notice of default.

64. CEGELEC INFRA TECHNICS is entitled to terminate the Agreement with immediate effect, without notice and without judicial intervention in the following cases. Any such termination shall be notified by registered letter.

- a. If the Agreement is suspended for longer than three (3) months, howsoever arising.
- b. If the Client is declared bankrupt, its insolvency is petitioned for or it itself petitions for bankruptcy.
- c. If the Client is wound up or liquidated.
- d. If the Client petitions for judicial reorganisation proceedings but the petition is refused.
- e. If an administrator or sequestrator is appointed to manage the Client's affairs.
- f. If there is a change in control of the Client, or if its assets are seized in whole or in part
- g. If an attachment is laid in CEGELEC INFRA TECHNICS' hands against the Client.
- h. In case of application of the article 59 (unforeseen circumstances)
- i. If the Client fails to fulfil one or more obligations under the Agreement, or to do so in a timely or proper manner and fails to remedy its breach within thirty (30) days of receiving a Written notice of default.

The foregoing shall be done at the sole discretion of CEGELEC INFRA TECHNICS, while retaining any right to compensation for costs, damages. Amounts due to CEGELEC INFRA TECHNICS shall be due immediately and shall be paid without delay.

APPLICABLE INTEGRITY LAW

65. Both Parties will comply with all Applicable Integrity Laws in connection with the Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this clause in connection with the Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with the Agreement.

Applicable Integrity Laws means:

- (i) applicable Anti-bribery and anti-corruption laws such as U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), Article 17.I. of French Law No 2016-1691 (known as Law Sapin II, on transparency, the fight against corruption and the modernization of economic life), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, regulations, decrees relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions; and
- (ii) applicable human rights and anti-modern slavery laws: including the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations.

Thus, each Party warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of the other Party or any other party in a manner contrary to the Applicable Integrity Laws.

Each Party undertakes, insofar as Applicable Integrity Laws are applicable to it, to prevent in Belgium or abroad any acts of corruption or influence peddling, in the manner provided for the Applicable Integrity Laws.

66. The Parties shall immediately notify each other in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, or this clause by either the Client, its affiliated parties or any third parties engaged by the Client in relation to the Agreement. In the event of such notification or if the Parties otherwise have reason to believe that a potential or actual breach has occurred, the Parties agree to cooperate in good faith with any audit, inquiries, or investigation which the other Party deems necessary.

67. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the clause, the Parties shall terminate the Agreement with immediate effect, without notice and judicial intervention. Such termination would be without prejudice to all rights of recourse which could be exercised by the Parties. The Parties may report such violations to relevant authorities as required by Applicable Integrity Laws. The Client shall indemnify CEGELEC INFRA TECHNICS for all liability, damages, costs, or expenses resulting from such breach of the above obligations and termination of the Agreement.

68. The Client acknowledges and confirms by entering into the Agreement that they have reviewed VINCI's Codes and agree to comply with the VINCI Code of Ethics and Conduct, the VINCI Anticorruption Code of Conduct, the VINCI Guide on Human Rights.

NO RUSSIA

69. The Client shall not export, re-export, or otherwise transfer the products, services, software or technologies supplied by CEGELEC INFRA TECHNICS to the following countries, territories or regions that are subject to export restrictions by applicable laws, such as Belarus, Cuba, Iran, North Korea, Russia, Syria, and the regions of Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia in Ukraine.

TRADE CONTROL

70. The Parties agree to comply with all applicable sanctions and export control laws and regulations ("Trade Control Laws") in connection with the performance of the Agreement. Trade Control Laws include, but are not limited to:

- (i) Laws governing the import, export, re-export, transfer, or transshipment of goods, services, software, or technology;

- (ii) Laws restricting financing, investment, or other dealings with certain countries, territories, governments, projects, or designated individuals or entities;
- (iii) Any other applicable legal instruments, administrative decisions, or regulatory guidelines issued by competent authorities.

“Sanctions Agency” refers to any governmental or regulatory body responsible for administering Trade Control Laws, including but not limited to:

- (i) the United Nations,
- (ii) the United States of America (e.g., the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State, U.S. Department of Commerce),
- (iii) the European Union, and
- (iv) Switzerland.

71. The Parties confirm that neither Party has violated, shall violate, nor shall cause the other Party to violate any applicable Trade Control Laws. Each Party represents and warrants, to the best of its knowledge as of the date of the Order, that neither it nor any of its respective directors or officers is a Restricted Person. Each Party further agrees to promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

72. If, as a result of Trade Control Laws issued or amended after the date of the Order, (i) either the Client or the end-user becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, and the performance by CEGELEC INFRA TECHNICS or any of its affiliates becomes illegal or impracticable, CEGELEC INFRA TECHNICS shall be entitled to either immediately suspend the performance of the affected obligation until it is able to legally perform its obligations or terminate the Order when CEGELEC INFRA TECHNICS is unable to legally perform its obligations, without the Client being able to invoke any rights to compensation provided for in the Agreement.

73. The Goods may be subject to foreign trade restrictions, including dual-use trade controls. Both Parties undertake to obtain all necessary licenses and/or permits from the competent authorities for the import, export, re-export, or in-country transfer of equipment and services. The Goods and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations from the competent US authorities. At CEGELEC INFRA TECHNICS 's request, the Client/final customer shall provide to CEGELEC INFRA TECHNICS a Letter of Assurance and End-User Statement in a form reasonably satisfactory to CEGELEC INFRA TECHNICS.

74. The Client represents and warrants that the Goods and Services are for civil use only. The Client further represents that it will not directly or indirectly sell, export, re-export, release, transmit, or otherwise transfer any items received from CEGELEC INFRA TECHNICS to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by CEGELEC INFRA TECHNICS, including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by the Parties at any time).

75. If either Party infringes any obligations in this clause in connection with the Order, the Parties must immediately notify each other. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and the non-breaching Party shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination shall be without prejudice to all rights of recourse which may be exercised by the Parties, and neither Party shall be liable to the other for any claim, losses, or damages whatsoever related to its decision to terminate performance under this provision. Furthermore, the breaching Party shall indemnify the non-breaching Party for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach, and/or termination of the Agreement. Either Party may report such violations to relevant authorities as required by applicable Trade Control Laws.

76. For the avoidance of doubt, no provision in the Agreement shall be interpreted or applied in a way that would require either Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

77. The Client further represents and warrants that the Goods provided under the Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use, or storage of chemical, biological, or nuclear weapons or their delivery systems, (ii) any military applications, or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores, and research reactors, without the prior written consent of CEGELEC INFRA TECHNICS.

SEVERABILITY

78. If one or more provision of these terms and conditions or of the Agreement is/are declared to be partially or fully invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected in any way.

79. If any such invalid, illegal, or unenforceable provision materially affects the Agreement, the parties shall negotiate immediately in good faith to find a legally valid, replacement provision.

APPLICABLE LAW AND DISPUTE RESOLUTION

80. The governing law of the Agreement is Belgian law, to the exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) (the Vienna Sales Convention).

81. For any dispute resulting from or relating to the Agreement, the courts at CEGELEC INFRA TECHNICS' registered office shall have exclusive jurisdiction.
