

# Conditions of Purchase Fluvius System Operator cv

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## 1 Scope of the General Conditions of Purchase

By accepting an order, the Contractor formally undertakes to accept and comply with the General Conditions of Purchase, as described herein as well as any special conditions specified in the order. It waives its own conditions of sale and/or delivery unless the parties expressly agree in writing to declare them fully or partly applicable. By accepting an order, the Contractor acknowledges that this order is made by Fluvius System Operator cv in its own name and/or in the name and on behalf of one or more of the following companies: Fluvius Antwerpen, Fluvius Limburg, Fluvius Imewo, Fluvius West, Fluvius ov, Fluvius Midden-Vlaanderen, Fluvius Kempen, Fluvius Zenne-Dijle, Fluvius Halle-Vilvoorde and Riobra, hereinafter the Principal.

## 2 Acceptance of the order

Unless notified to the contrary within 10 calendar days, the order shall be deemed accepted in accordance with the terms of these Conditions of Purchase and at the requested delivery time. In the event of total or partial refusal of the order conditions by the Contractor, the Principal reserves the right to change or cancel the order without the Contractor being entitled to any compensation or indemnity. If accepted, the agreement shall be deemed to have been established on the date of shipment of the order.

## 3 Delivery and acceptance of the goods

The Contractor shall only supply goods and perform services and/or work, which is/are free from visible and/or hidden defects, and in strict conformity with the order, applicable regulations, the rules of the art and good workmanship, the current state of the art, and the normal requirements of usability, reliability, longevity and purpose known to the Contractor.

Unless otherwise specified on the order form, goods shall be delivered to the location specified in the order on weekdays during normal business hours.

Upon delivery, the goods must be accompanied by a delivery note indicating: the order number, a description of the quantity and type of goods shipped, the number and characteristics of the packages.

All deliveries of goods, services or works must comply with applicable laws and regulations on safety and hygiene. The necessary precautions must also be taken to eliminate hazardous working conditions.

All articles, which fall under the provision "Dangerous substances and preparations," must comply with the law on labelling.

Upon request, the composition of these products must be communicated to the Principal. A clear instruction manual in Dutch must be sent along with the delivered goods.

The Contractor, or its appointee, shall be bound to strictly apply the applicable legislation on the safe loading and stowage of cargoes as contained, inter alia, at present in Article 45bis of the Traffic regulations. Any damage caused due to non-compliance with this legislation cannot be claimed from the Principal.

The Principal can only be deemed to have accepted visible defects if, in the case of delivery of goods, it has not notified the Contractor of such defects within 30 calendar days of delivery, or, in the case of delivery of goods, services or works subject to an acceptance procedure, it has accepted such delivery after the Contractor has invited it to do so. The goods shall be inspected at the locations designated by the Principal and according to modalities laid down by the Principal. If this inspection results in the goods being refused, the Contractor cannot make any claim for compensation and the goods shall be returned at the latter's expense; or shall be available for collection at the Principal for 10 calendar days.

Ownership and risk of damage or loss shall pass upon delivery to the Principal, unless such delivery is subject to an acceptance procedure, in which case ownership and risk shall only pass upon acceptance.

If the Principal proceeds to acceptance of the goods at the Contractor's premises, all dangers and risks to which the goods are exposed before their arrival at the Principal's premises shall be borne by the Contractor. The Principal reserves the right to refuse the goods which, without written approval of the order, have been changed in dimensions, quality or construction. Too many delivered goods may be refused even if the Principal has already received them. The Contractor is obliged to take back the rejected goods at its expense.

If deliveries are made on pallets, the Contractor shall take into account that only pallets complying with European standards can be used, and the Contractor is obliged to take back a similar number of pallets immediately upon delivery. If the Contractor fails to comply with this obligation, no subsequent compensation or exchange is possible.

If the delivery deadline is not met by the Contractor, the Principal reserves the right either to unilaterally terminate the agreement without the right to compensation for the Contractor, or to impose a charge of 0.1% of the total invoice amount per calendar day's delay, without prior notice of default and without prejudice to the right to recover the damages incurred from the Contractor. This compensation is limited to 7.5% of the total invoice amount.

## 4 Subcontracting and transfer

The Contractor can only outsource the implementation of the order in whole or in part to third parties if the Principal, after prior notice, does not object. Such outsourcing shall be entirely at the Contractor's risk and in no way relieves the latter of its obligations, which it must also enforce among such third parties. The Principal may transfer all or part of its rights and obligations arising from the order to an affiliated company at any time.

## 5 Warranty provisions

Unless otherwise stipulated to the benefit of the Principal, the Contractor shall repair or replace defects, shortcomings and non-conformities in the goods and services, identified within 24 months after commissioning or implementation, respectively, at the Principal's option, at its own expense, and compensate the resulting damage. Repair or replacement includes disassembly, transportation, repair, replacement, assembly, testing and commissioning. In the case of repair or replacement, a new period shall commence from the commissioning or implementation, respectively.

In urgent cases, the Principal shall have the right, at the Contractor's expense, to carry out repairs or replacements itself without prejudice to the aforementioned obligations.

In any event, the Contractor acknowledges that the fitting or removal of articles by the Principal in no way limits the warranty unless the Contractor can prove that the damage was caused by improper handling by the Principal.

## 6 Pricing

Unless otherwise stipulated in writing, prices are fixed for delivery including all costs (transport, packaging, insurance, taxes, acceptance duty, etc., excluding VAT) to the agreed delivery location. The standard delivery condition is Delivered Duty Paid (DDP) as per Incoterms and as detailed below.

The Contractor shall be responsible for unloading the goods at the final destination in accordance with the Principal's instructions.

The risk (of damage or loss) of the goods shall pass to the Principal at the time of delivery and approval of the goods.

## 7 Payment

Invoices shall be paid within the envisaged processing time by transfer to the bank account number designated by the Contractor to this end, provided that the Contractor has fulfilled its obligations and the delivery is not disputed by the Principal.

Late payment interest at no more than the interest rate under the RD General Rules of Implementation shall apply.

Each invoice must include the exact order number. The Principal will not accept an invoice with multiple order numbers.

Any amount due to the Principal in connection with the implementation of the order shall be deducted in the first instance from the amounts due from the Contractor for whatever reason.

## 8 Pledge or waiver of claim

The Contractor may not assign or pledge to third parties the debt that it holds or would hold against the Principal, except with the latter's written consent.

## 9 Invalidity of the contract

If the Contractor fails to perform its obligations, the sale will be cancelled by operation of law and without notice of default, without prejudice to the claim for damages. To this end, notification by registered letter is sufficient without the need for judicial intervention.

The contract may be terminated or performance may be suspended without giving the Contractor any right to compensation if, after the conclusion of the contract, a case of force majeure such as, but not limited to, fire, labour dispute, forced closure, etc., would oblige the Principal to take action in a manner disproportionate to the originally envisaged obligations, or make the performance of the contract impossible.

## 10 Intellectual property

The Principal has a free use right to all intellectual property rights vested in the goods and services. The Contractor shall indemnify the Principal for all claims by third parties due to infringements of intellectual property rights believed to be vested in the goods and services, and shall be liable to the Principal for all damages arising therefrom, including the costs of legal assistance.

The Contractor shall also, where appropriate, modify or replace the goods and services at its expense with similar and equivalent goods and services.

## 11 Code of Conduct

In its business relationships, the client shall adopt a Code of Conduct to promote ethical behaviour, fair working conditions, awareness of the environment and compliance with human rights. The full text of this Code of Conduct can be found on the Fluvius website. By accepting the order, this Code of Conduct formally applies to the contractor, as well as its affiliates (parent company, subsidiary or affiliated entities). The Contractor is encouraged to apply the same duty of care to contractors, partners or other parties affected by its business activities.

## 12 Confidentiality

All commercial and technical information communicated by the Principal to the Contractor or of which the Contractor becomes aware during the implementation of the order shall remain the sole property of the Principal. The Contractor will only be able to use it in connection with the order and must transfer it back to the Principal after implementation thereof.

The Contractor undertakes to keep this information strictly confidential for two years after the dissolution or termination of the contract, to communicate it only to staff members who need to know about it for the implementation of the order and who are bound to keep it confidential, and not to communicate it to third parties without the written consent of the Principal.

## 13 Liability and Insurance

The Contractor shall be liable vis-à-vis the Principal for all direct damage of any kind incurred by the Principal as a result of the Contractor's failure to comply with its obligations. The Contractor shall also indemnify the Principal against third-party claims in this regard. Without prejudice to stricter mandatory provisions, the Contractor shall take out a "Civil Liability (Operation)" insurance policy that covers the financial consequences of its civil liability to third parties. The insurance policies must be in force no later than the time of the deliveries, must run continuously for at least six months thereafter, and contain a waiver of recourse in favour of the Principal.

### Extra-contractual liability and quasi-immunity

The directors and employees of the relevant contracting authority(ies) and the directors and employees of Fluvius Opdrachthoudende Vereniging (Contracting Association) (collectively referred to as the "beneficiaries") shall not be subject to any liability or obligations pursuant to this order and the performance of the contract hereunder.

The Contractor agrees:

- (a) where appropriate, to pursue any claim in connection with this order against the Principal(s) involved and never against the beneficiaries and;
- (b) to ensure or vouch that its third-party payees will not assert any rights to the detriment of the beneficiaries and;

(c) in the event that the Principal(s) relies on third party(ies) for this order, to bring its claim only against the Principal(s) and never against the employees or directors of such third party(ies).

## 14 Principal's right to give instructions

The Principal may give instructions to the staff of the Contractor who have employment contracts with this Contractor, but only in the context of the performance of the agreement/order and these general purchasing conditions. Under no circumstances shall the client thereby undermine or even partially assume the employer authority of the contractor.

## 15 Governing Law

Belgian law, excluding the rules resulting from the Vienna Sales Convention, applies. In the event of any disputes, the courts of the judicial district of Brussels shall have jurisdiction.