

A. GENERAL

1. Introduction and definitions

1.1. These conditions comprise a general part (A), and three special parts (B, C, D):

- 1.1.1. In addition to Part A, the provisions of Part B shall also apply to Deliveries. In the event of a contradiction between the provisions of the two parts, the provisions of Part B shall take precedence.
- 1.1.2. In addition to Part A, the provisions of Part C shall also apply to Works. In case of a contradiction between the provisions of the two parts, the provisions of Part C shall take precedence.
- 1.1.3. In addition to Part A, the provisions of Part D shall also apply to Hire. In the event of a contradiction between the provisions of the two parts, the provisions of Part D shall take precedence.

- 1.2. These conditions apply to all requests, quotations, offers, Orders and Contracts.
- 1.3. ALGECO explicitly rejects the applicability of the Contractor's general terms and conditions.
- 1.4. The Dutch version of these conditions shall take precedence over the English version and any other version of these conditions.
- 1.5. In case the Agreement contains specific provisions that deviate from these terms and conditions, the aforementioned special provisions shall prevail over these general terms and conditions.
- 1.6. The invalidity of any provision of the Agreement and/or these terms and conditions shall not affect the validity of the remaining provisions of the Agreement and these terms and conditions.
- 1.7. The provisions of the Agreement and these terms and conditions, which by their nature are intended to continue in force even after the Agreement comes to an end, shall continue to apply after the Agreement comes to an end.
- 1.8. ALGECO may unilaterally change these terms and conditions at any time. In such case, ALGECO shall notify the Contractor of the amendments in due time. There will be at least 30 days between the notification and the entry into force of the amended terms and conditions.
- 1.9. The following terms and expressions will have the following meanings for the purposes of the present Purchase Conditions:

Acceptance ALGECO	Acceptance includes ALGECO's written approval of the Work. Algeco Belgium N.V. (CBE 0403.419.634) and/or one of its subsidiaries and/or other parties associated with Algeco Belgium N.V., identified in the special provisions.
Main contract for services Hire	The agreement between ALGECO and a Principal. The hire of goods, including equipment such as scaffolding, hydraulic work platforms, tools, lifts, transport equipment and temporary accommodation, by ALGECO, whether or not accompanied by Work(s) and/or Deliver(y)(ies).
Deliver(y)(ies)	The delivery of goods and the activities and services that go with it, insofar as these activities and services do not constitute Works.
Employees	Any person who is or shall be employed by the Contractor, ALGECO or a Principal directly or as a subcontractor or as an independent service provider, including employees of subcontractors, seconded workers and independent third parties deployed.
Order(s)	The Deliveries and/or Works and/or Hire contracted by ALGECO in favour of the Contractor.
Contractor	The natural person/legal entity with whom ALGECO negotiates an Agreement and/or enters into/concludes an Agreement.
Agreement	The contract concerning the Deliveries and/or the Works and/or the Hire, which is concluded between ALGECO and the Contractor, including the additions and/or amendments to the same, that may be agreed in writing between the parties.
Principal	The customer according to the Main contract for services, and insofar as this is the case.
Work(s)	The performance of design and/or implementation work, including the realisation of material work, and/or the performance of (assembly) services, whether or not accompanied by Deliveries and/or Hire, and which does not constitute an employment contract.
Data protection legislation	The national laws implementing the General Data Protection Regulation (2016/679) and the Directive on privacy and electronic communications.

2. Conclusion of agreement

- 2.1. Request for quotations from ALGECO shall be free of obligation for both parties. All costs associated with drawing up a quotation / offer shall be borne by the Contractor.
- 2.2. The Contractor's offer shall be valid for at least 60 days and shall be irrevocable unless the Contractor explicitly states in writing that the quotation can be withdrawn. If the Contractor submits its quotation as part of participation in a tender procedure by ALGECO, the Contractor must fulfil its quotation before the end of six months after the Principal awards the Work to ALGECO.
- 2.3. The Contractor guarantees that the quotation(s) has (have) been made lawfully, and in particular that this (these) quotation(s) has (have) been made without an agreement or concerted practices with third parties as a result of which competition has been or will be prevented or restricted and/or prices have been or will be increased.

3. Agreement

- 3.1. An agreement between ALGECO and the Contractor shall only be formed - in the case of a quotation made by the Contractor - after written acceptance thereof by ALGECO, and in the case of a severable quotation, insofar as such acceptance serves the purpose thereof.
- 3.2. An Order sent by ALGECO shall be returned without changes and signed, to ALGECO within fourteen (14) calendar days after the date of dispatch thereof. Failing this, the Order shall nevertheless be deemed to have been tacitly accepted by the Contractor as soon as the Contractor commences Delivery or the Work in conformity with the conditions stated in the Order, the accompanying documents of ALGECO, and under the applicability of these Purchase Conditions of ALGECO.
- 3.3. Additions and amendments to provisions in an Agreement must be agreed by all parties in writing. If, in the opinion of the Contractor, an amendment requested by ALGECO affects the agreed fixed price and/or the time of Delivery, the Contractor shall be bound, before implementing the amendment, to inform ALGECO thereof in writing as soon as possible but no later than 5 working days after the requested amendment is notified. The parties shall consult with each other if in the opinion of ALGECO, these consequences for the price and/or delivery time are unreasonable.
- 3.5. If an Agreement has been concluded between ALGECO and two or more Contractors jointly, they shall be jointly and severally liable to ALGECO for the performance thereof.

4. Terms and conditions relating to a Main contract for services

- 4.1. A Main contract for services shall be concluded subject to the suspensive condition that the work for which ALGECO has made an offer to the Principal has been awarded to ALGECO and that the appointment of the Contractor has been approved.
- 4.2. All Works and Deliveries are also subject to the provisions of the Main contract for services and the codes of conduct, technical and administrative provisions of the official report, the specifications, explanatory notes and/or statement of instructions or similar amendments to the specifications relating to the Main contract for services. Any special provisions of the Agreement shall take precedence over the provisions of this clause insofar as they deviate from it.
- 4.3. The documents relating to the Main contract for services, the technical and administrative provisions of the specifications, the accompanying drawings, official report and/or statement of

instructions and explanations shall, at ALGECO's option, be provided at the Contractor's request or may be inspected at ALGECO. The contractor shall be deemed to have had access to the documents referred to above and to have obtained all other information it requires.

5. Warnings and notifications

- 5.1. The Contractor shall notify ALGECO of any inaccuracies or ambiguities in the Order which it has noticed prior to written acceptance by ALGECO, and the performance, and further, as soon as any inaccuracies or ambiguities are found.
- 5.2. If the Contractor observes that confidential (personal) data have been or will be provided to unauthorised third parties, ALGECO shall be notified immediately.
- 5.3. In case of any incident at the Work location and/or during the Delivery, which may (possibly) lead to damage, ALGECO shall immediately be notified in writing and in specific detail, and the Contractor shall in each case be bound to immediately provide any further information requested by ALGECO and shall also provide ALGECO with the cooperation requested.
- 5.4. The Contractor shall be bound to immediately notify ALGECO in writing of (an application for) bankruptcy or protection against creditors or suspension of payment or administration, or seizure.

6. Intellectual Property and Data

- 6.1. Drawings, calculations, files and other documents provided by ALGECO to the Contractor and/or made by or on behalf of the Contractor for the Order shall immediately be or become ALGECO's property as soon as it is created, and shall be handed over to ALGECO upon ALGECO's first request. The compensation for the same shall be included in the price of the Order. The Contractor may not use these documents for purposes other than the Order and the same may not be reproduced, copied or made available to third parties or made public by the Contractor.
- 6.2. All Intellectual Property rights that are or may be vested in the documents mentioned in the foregoing shall belong to ALGECO.
- 6.3. Insofar as necessary, the goods and rights referred to in Clause 6.1 or 6.2 shall hereby (in advance) be transferred to ALGECO, and the Contractor hereby declares its cooperation in the transfer of these goods / rights and/or the registration of such transfer in the relevant registers.
- 6.4. Insofar as intellectual property rights apply to work supplied by the Contractor, of which the Contractor can prove that they already existed and were its own property prior to the Agreement coming into effect or that they were developed independently of (the performance of) the Agreement, these intellectual property rights are vested in the Contractor. To the extent necessary, the Contractor grants ALGECO a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use of such intellectual property rights for any purpose related to ALGECO's business or activities. ALGECO's right of use shall include the right to grant such right of use to its (potential) customers or to other third parties with whom it maintains relations in connection with the operation of its business.
- 6.5. The Contractor guarantees that the performance of the Agreement shall not infringe any right, including Intellectual Property Rights, of ALGECO or third parties, and it shall indemnify ALGECO against any claims by third parties for infringement of such rights.
- 6.6. The Contractor guarantees confidentiality vis-à-vis third parties regarding the constructions, diagrams, drawings, personal data and other business information and know-how provided by ALGECO or its Principal. The Contractor shall also impose such confidentiality on its Employees. The Contractor shall impose (or cause to be imposed) the same confidentiality in writing on the third parties it directly or indirectly engages for purposes of the performance of the agreement.
- 6.7. ALGECO is authorised to register personal data and identification numbers of the Contractor and its own or seconded personnel, freelancers or independent subcontractors in connection with ensuring compliance with and performing the Agreement.

7. Non-compete clause and appointment of third parties

- 7.1. The Contractor shall refrain in respect of the Main contract for services (including the negotiations by ALGECO) from making, directly or indirectly, quotations and/or offers to the Principal or entities affiliated with the Principal.
- 7.2. The Contractor shall not be permitted to transfer or outsource any rights and/or obligations under this Agreement, in whole or in part, to a third party, unless and insofar as expressly provided for in the Agreement or these conditions or with ALGECO's prior written consent.
- 7.3. If ALGECO grants permission to transfer or outsource all or part of the Order to a third party, the Contractor shall conclude a written agreement with such third party whereunder such third party (and, if applicable, its Employee(s)) agrees to be bound by identical conditions as set out in the present Agreement. ALGECO may make the granting of its consent conditional on the Contractor establishing a pledge in favour of ALGECO on the rights of the Contractor that arise under the agreement with such third party (and, if applicable, with its Employee(s)).
- 7.4. Any transfer/outourcing of rights and/or obligations shall not prejudice the Contractor's obligations to ALGECO under the Agreement.
- 7.5. If the Contractor outsources all or part of the performance of the Agreement to a third party, it shall be obliged to strictly comply with the legal and regulatory requirements set by or on behalf of ALGECO to ensure indemnification against any liability claim by ALGECO in connection with the chain liability (under which the main contractor is ultimately responsible for the tax and national insurance liabilities of subcontractors).
- 7.6. The employment of seconded personnel or freelancers and independent employees by the Contractor during the performance of the Work shall only be possible after and insofar as ALGECO has consented to the same in writing in advance. In such case, the legal and regulatory requirements laid down by or on behalf of ALGECO shall be strictly complied with and such compliance shall be demonstrated to ALGECO.

8. Price, invoices, payment, suspension and set-off

- 8.1. All prices are fixed during the entire Order term, including any follow-up orders, unless otherwise agreed in writing. Adjustment or settlement of prices due to cost-escalating factors is not permitted.
- 8.2. Prices include travel and accommodation costs, unless explicitly agreed otherwise.
- 8.3. All prices for delivery of goods at the intended place of delivery shall always be postage and carriage paid, and shall include all import and export duties and other levies and taxes.
- 8.4. Prices shall include all costs of insurance, but shall exclude VAT.
- 8.5. Invoices shall comply with the legal requirements (e.g. contract number, VAT contracting partner when required, place of work, time period) as well as the requirements laid down by ALGECO.
- 8.6. Invoices shall be submitted in a single copy with the necessary information as specified by ALGECO.
- 8.7. Invoices shall always be accompanied by proof that the Contractor has fulfilled its social security and tax liabilities and, where customary or expressly required by or on behalf of ALGECO, also accompanied by work orders or delivery notes signed for approval.
- 8.8. The Contractor shall be bound to submit its invoice to ALGECO for any amount payable, within one month after acceptance of the Delivery or of the Work by ALGECO, on pain of forfeiture of any remaining right of claims against ALGECO.
- 8.9. Any payment made by ALGECO shall in no way constitute a waiver of rights.
- 8.10. ALGECO shall be entitled to suspend proportional payment in case the Contractor fails to fulfil all its obligations towards ALGECO or towards the Employees involved in the fulfilment of the Order, or there is a threat that it shall fail to fulfil its obligations, irrespective of whether such failure is culpable.
- 8.11. The Contractor shall immediately furnish ALGECO with the payment security as specified by the latter, on the latter's first request if in the sole opinion of ALGECO, there is ground to do so.
- 8.12. ALGECO shall pay invoices within 60 days after their date of receipt, subject to ALGECO's approval, except in cases to which Clause 8.14 applies.
- 8.13. Payments shall be made on the basis of an agreed instalment schedule, or 60 days after the last Delivery, or after acceptance of the Work.

- 8.14. ALGECO may at any time and for each payment, include as a condition for making such payment, that payments should be duly made to the Employees involved in the Work as well as to other third parties, including the government, and that duties payable have been paid, and further that the Contractor shall provide ALGECO with sufficient proof of such payment.
- 8.15. ALGECO shall at all times be entitled to set off any amount which ALGECO and/or companies of the group to which ALGECO belongs are payable by the Contractor, including any compensation for damages and costs which ALGECO suffers/will suffer as a result of a culpable breach (including repair costs, covering purchase/hire cover and the engagement of third parties), even if the amounts set off are not certain and/or established.
- 8.16. ALGECO shall be entitled to suspend payment obligations if the Contractor fails to fulfil its obligations, or if there is a threat that it shall fail in such fulfilment, irrespective of whether or not such failure is culpable.
- 8.17. In case of cessation of payment and/or bankruptcy of the Contractor, ALGECO shall have the right to suspend its payment obligations until further notice.
- 9. Liability and indemnity**
- 9.1. The Contractor shall be liable for damages resulting from or arising in connection with the fulfilment of the Order. The Contractor shall indemnify ALGECO against claims by third parties in connection with the fulfilment of the Order.
- 9.2. Administrative fines and/or other penalties imposed on ALGECO and/or on the Principal due to any act or omission of the Contractor that is attributed to ALGECO, shall be borne by the Contractor.
- 10. Insurance**
- 10.1. The Contractor shall be bound to take out liability insurance sufficient for ALGECO, and to maintain such insurance during the Order term with cover per damage claim of at least €2,500,000 for the financial consequences of its liability towards ALGECO, the Principal and/or third parties.
- 10.2. If ALGECO fails to fulfil its obligations under the preceding clause, ALGECO shall be entitled to immediately terminate the contract, either in or out-of-court, without prejudice to ALGECO's other rights.
- 10.3. In the event that equipment is used, the Contractor shall be bound to insure this equipment for damage to the object itself, as well as against liability. The Contractor shall adequately insure such of ALGECO's goods as may be in its possession, against damage.
- 10.4. Any deductible excess shall be borne by the Contractor. The policy must stipulate that:
- 10.4.1. In case of deployment of rolling stock, the Contractor has insured the risk of liability for damages against ALGECO and/or third parties in accordance with the legal requirements and with due observance of the applicable specifications and/or other contractual provisions.
- 10.4.2. ALGECO and the Principal are co-insured and insurers waive any recourse against them.
- 10.5. If warranty insurance has been agreed, the Contractor shall take out this insurance before the warranty period commences and the premium due for the entire warranty period shall be paid in advance; the Contractor shall also provide ALGECO with sufficient proof thereof.
- 10.6. The Contractor hereby grants ALGECO the irrevocable power of attorney to assign the claims or rights as policyholder and insured party under the aforementioned warranty insurance to itself and to do everything that is necessary in the context of this Order.
- 10.7. Insurance if any shall not affect the liability under the Agreement or under the law.
- 10.8. The Contractor shall immediately submit copies of the required insurance policies to ALGECO upon first request, together with copies of the premium payments.
- 11. Certificates and warranties**
- 11.1. If the Agreement requires certificates, attestations, warranty certificates and/or instruction manuals, etc., the Contractor shall ensure that these are in ALGECO's possession no later than within 2 weeks after Delivery of the goods/final delivery of the Work, unless an earlier time is stipulated in the Agreement. Failing this, ALGECO may suspend payment until the same are in its possession.
- 11.2. Without prejudice to its liability under the Agreement or the law, the Contractor guarantees, for a period to be stipulated in the Agreement, and if no such period is stipulated, a period of 24 months after Delivery or final acceptance of the Work shall apply, that the Deliveries and Works, including the items used for them, and the execution of the work:
- 11.2.1. are sound and of good quality;
- 11.2.2. correspond to the purpose of the Agreement and are free of claims, charges, or restrictions;
- 11.2.3. contain no visible or invisible defects in design, construction, assembly and/or material;
- 11.2.4. correspond to the provisions contained in the Agreement;
- 11.2.5. conform to the applicable and/or required standards, inspection characteristics, laws and government regulations.
- 11.3. If the Contractor's usual warranty or manufacturer's warranty is more extensive than the warranty referred to in Clause 11.2, the most extended warranty shall apply.
- 11.4. Unless otherwise agreed:
- 11.4.1. the warranty period referred to in this clause shall be 24 months;
- 11.4.2. the warranty period shall commence on the date of Delivery and, in the case of partial deliveries, on the date of the last instalment of such delivery;
- 11.4.3. the warranty period for Work shall commence at the end of the maintenance period.
- 11.5. If ALGECO announces prior to the award of the Contract that it is obliged to provide a certain warranty vis-à-vis its Principal, the Contractor shall be obliged to provide ALGECO with at least the same warranty for at least one month longer and to indemnify ALGECO in this respect.
- 11.6. The Contractor shall, after written notification and in consultation with ALGECO, repair defects at its own expense and risk or replace defective goods during the warranty period, failing which ALGECO shall be entitled to perform the work or have the work performed or replace the relevant goods at the Contractor's expense within one week, or the longer period not exceeding one month agreed in writing.
- 12. Regulations and codes of conduct**
- 12.1. The Contractor and the third parties engaged by the Contractor shall comply with and, to the extent necessary, endorse the regulations and codes of conduct applicable to the Order.
- 13. Inspection and testing**
- 13.1. ALGECO, the Principal and/or the site management shall at all times be entitled to inspect and/or test the goods delivered or to be delivered or the Work (in progress). The Contractor shall cooperate in this regard.
- 13.2. The costs of testing and inspection shall be borne by the Contractor if goods and/or works are rejected with statement of reasons.
- 13.3. If, during an inspection or test, ALGECO rejects (part of) the goods delivered or to be delivered, or rejects the Work (in progress), the Contractor shall, at ALGECO's request, immediately repair or replace (the rejected part of) the goods delivered or to be delivered, or the aforementioned Work (in progress), at its own expense and risk.
- 13.4. If the Contractor fails to replace or repair the rejected goods or the rejected part of the goods delivered or to be delivered, or the Work (in progress), ALGECO shall be entitled to replace or repair the rejected or the rejected part of the goods delivered or to be delivered or the Work (in progress) at the Contractor's expense and risk.
- 13.5. Approval, inspection, testing and/or repair of the goods delivered or to be delivered or the Work (in progress) after rejection shall not release the Contractor from any warranty or liability under the Agreement.
- 13.6. Insofar as and if ALGECO does not inspect or approve, this shall not imply tacit acceptance and shall not release the Contractor from its (warranty) obligations towards ALGECO under the Agreement.
- 14. Compliance and termination**
- 14.1. The deadlines agreed with the Contractor for performance shall be deemed to be binding deadlines.
- 14.2. Without prejudice to the provisions of the other clauses of these Conditions and the Agreement, ALGECO shall be entitled to terminate the Agreement in writing, in or out-of-court (in part) due to the fault of the Contractor without notice of default, notice period or compensation, if any:
- 14.2.1. There is (an application for): (i) bankruptcy, (ii) suspension of payment, (iii) (partial) liquidation or (iv) receivership or placement, under judicial administration, of the Contractor or of the (legal) entity who/that has stood surety for the obligations of the Contractor or has provided security;
- 14.2.2. the Contractor transfers (parts of) its undertaking or control thereof in whole or in part, ceases all or part of its undertaking, or ceases all or part of its business activities;
- 14.2.3. attachment before judgement or attachment in execution imposed on the Contractor.
- 14.3. All claims which ALGECO may have or acquire against the Contractor shall become immediately due and payable in full upon dissolution.
- 14.4. ALGECO shall also be entitled to terminate the Agreement in writing (in part) without notice period or compensation if the Contractor fails to perform any of its obligations under the Agreement and the Contractor has not remedied such breach after ALGECO's notice of default within the term laid down by ALGECO for that purpose. In such case, the Contractor shall immediately pay ALGECO all damage and costs, which damage shall in any event amount to 25% of the amount payable under the Agreement, subject to the provision of proof of higher damage by ALGECO, except where the Contractor provides proof that the damage is lower.
- 14.5. In principle, dissolution shall not affect the agreed indemnification or warranty obligations of the Contractor or the performances already executed on both sides, insofar as they comply with the Agreement.
- 15. Assignment, pledge, transfer**
- 15.1. The Contractor is prohibited and shall have no authority to assign, pledge or otherwise encumber or transfer claims against ALGECO to third parties, without ALGECO's prior consent. The Contractor's claims shall not be transferable under property law unless and insofar as the transferability has been confirmed in writing by ALGECO.
- 16. Laws and regulations**
- 16.1. On first request, the Contractor shall provide a copy of its current registration in the CBE and the employers' register, as well as proof of the validity of its VAT number and VAT registration.
- 16.2. The Contractor undertakes to comply with all labour laws and regulations applicable in the context of the (fulfilment of the) Order.
- 16.3. In this context, the Contractor is, among other things, bound:
- 16.3.1. on ALGECO's first request, to provide ALGECO with a copy of a recent registration in the CBE and a statement of VAT number;
- 16.3.2. prior to commencement of the work in accordance with the Agreement, to provide, insofar as required and permitted by law, the information including (but not limited to) the names and National Register numbers, copies of valid identity documents, work permits, residence permits, A1 certificates and certificates of professional competence of all Employees employed by it for ALGECO or the Principal;
- 16.3.3. to record in writing the agreements with Employees and subcontractors;
- 16.3.4. indicate before the commencement of the work which collective bargaining agreement (CBA) applies and, at ALGECO's request, provide the payslips for inspection, and to comply with the relevant applicable CBAs;
- 16.3.5. to provide ALGECO and/or the competent authorities with access to the agreements with Employees upon request and cooperate with inspections, audits or wage validations;
- 16.3.6. to impose the obligations referred to in this clause on its subcontractors, and to stipulate that its subcontractors shall include these provisions in all agreements with their own subcontractors;
- 16.3.7. contribute to the establishment of warranties for the collection of taxes and social security contributions. The Contractor shall indemnify ALGECO in this respect against claims by Employees/third parties;
- 16.3.8. provide a list of the names of all Employees who have been employed directly or indirectly by or on behalf of the Contractor for the fulfilment of the Order, including the names of the Employees deployed, and the time spent each day by them. ALGECO may impose additional terms and conditions and requirements in respect of the man-days register with which the Contractor must comply;
- 16.3.9. in the case of foreign Employees, to apply for a work permit or a combined permit for each Employee and to report on the same;
- 16.3.10. when engaging Employees from non-EU countries, to prove that these employees have a valid work permit or a combined permit to perform work at the location of the Order;
- 16.3.11. To immediately notify ALGECO in case it is unable to meet legal payment obligations;
- 16.3.12. when employing Employees from other EU countries, proof must be submitted showing that (i) the social insurance contributions for these Employees are paid and (ii) proof must be submitted on the basis of which medical care can be provided at the location of the Order;
- 16.3.13. at ALGECO's request and at least on a quarterly basis, ALGECO shall be provided with a statement evidencing the payment of income tax and social security contributions, to ALGECO's satisfaction.
- 16.3.14. To maintain the payroll records in conformity with the regulations on social documents, among other things.
- 16.4. If the Contractor outsources all or part of the performance of the Agreement to a third party, as well as if it utilises manpower provided for the performance of the Agreement, compliance must be ensured with the administrative regulations laid down by or pursuant to the law. Insofar as failure to comply with these regulations would result in ALGECO being held liable by third parties, the Contractor hereby indemnifies ALGECO against all consequences thereof.
- 16.5. ALGECO shall be entitled to pay to the authorities any taxes and/or social security contributions that may be payable, for which ALGECO can be held liable in any way. The Contractor shall ensure that all required information is provided to ALGECO and/or the competent authority upon first request.
- 16.6. ALGECO shall at all times have the right to withhold the said amounts of social security contributions, wage tax and turnover tax and to pay them directly to the authorities - in discharge of its own obligation towards the Contractor.
- 16.7. If ALGECO is bound to pay social security contributions and taxes that the Contractor has failed to pay, ALGECO shall have recourse against the Contractor for the full amount, plus statutory interest equal to the statutory rate applicable by the government for such debt from the time of payment by ALGECO. This clause shall also apply to ALGECO's liability under the CBA obligations of the Contractor.
- 16.8. The Contractor shall notify ALGECO immediately in case the Contractor is unable to meet the statutory payment obligations.
- 16.9. The Contractor shall indemnify ALGECO against any and all government claims in connection with payroll taxes and VAT owed by the Contractor.
- 16.10. ALGECO shall at all times be entitled to verify (or to commission such verification) as to whether the Contractor has complied with the law, the Agreement, the code of conduct and/or these conditions, and whether Employees or subcontractors engaged by the Contractor comply with the law, the Agreement, the code of conduct and these conditions.
- 16.11. The Contractor shall provide all reasonable cooperation in connection with an audit by or on behalf of ALGECO, and shall ensure that Employees or subcontractors engaged by the Contractor also cooperate therein.

16.12. The Contractor shall indemnify ALGECO against ALGECO's liability towards its customer or the government on the grounds of the Contractor's failure to comply with its obligations under this Clause 16.

17. Data and privacy

17.1. Insofar as ALGECO and the Contractor share personal data in the performance of the Agreement, they shall treat such personal data in the manner and in accordance with the provisions of the applicable laws and regulations concerning the protection of personal data, including but not limited to the Data Protection Legislation.

17.2. The Contractor shall on request, immediately notify ALGECO in writing of its compliance with the applicable Data Protection Legislation.

17.3. The Contractor shall take the technical and organisational measures to protect personal data received by the Contractor from ALGECO.

17.4. The Contractor guarantees that all data it provides to ALGECO has been lawfully obtained and provided to ALGECO, and that the data does not violate any rights of Employees and of third parties. The Contractor shall indemnify and hold ALGECO harmless against any claims or actions of public authorities and/or individuals against ALGECO in connection with any infringement by the Contractor and/or its data processor of any rights of third parties or obligations arising from the applicable Data Protection Legislation.

17.5. The Contractor shall ensure that the personal data provided to ALGECO is maintained up to date in the context of the performance of the Agreement and in accordance with the applicable Data Protection Legislation.

17.6. Both ALGECO and the Contractor shall process the personal data provided to each other solely for the performance of the Agreement.

17.7. The Contractor shall immediately notify ALGECO, but in any case within twenty-four (24) hours, in case the Contractor:

- 17.7.1. receives a request for information, or a summons, or a request for inspection or audit by a competent public authority with regard to the processing, except insofar as the Contractor is otherwise prohibited by law from disclosing that information to the public;
- 17.7.2. intends to disclose personal data to a competent public authority; or
- 17.7.3. discovers a data breach, or has reasonable grounds to suspect that a data breach has occurred.

17.8. The Contractor shall immediately inform ALGECO of any complaints, requests or requests for information from individuals, including requests to remove, delete or block personal data. The Contractor shall not respond directly, except insofar as specifically instructed by ALGECO.

18. Environment, working conditions

18.1. The Contractor shall comply with the legal obligations in the context of safety, working conditions and health and shall follow and comply with instructions in this connection. The Contractor shall take measures to prevent contamination, and furthermore, shall remediate any contamination that may occur, at its own expense, without any residual contamination, and shall indemnify ALGECO against damage resulting from contamination.

18.2. Accidents, fraud and environmental incidents shall be reported immediately to ALGECO by the Contractor or the third parties/Employees engaged by the Contractor, whether by means of an incident report or otherwise.

18.3. The use and storage of chemical or hazardous substances shall be registered by the Contractor and the information concerning these chemical or hazardous substances as may be desired by ALGECO and that may potentially be of interest to ALGECO in this respect, shall be provided on ALGECO's first request.

18.4. The Contractor guarantees that the delivered goods comply with the applicable laws and regulations, as well as the relevant directives and regulations, and with the requirements of the Order.

19. Settlement of disputes, applicable law

19.1. All disputes shall be settled exclusively by the competent court in the judicial district in which ALGECO's business is established, without prejudice to the right of appeal and cassation.

19.2. ALGECO shall also be entitled to submit a dispute to the competent court / arbitrator as provided for in the Main contract for services. In that case, the dispute provisions of the Main contract for services shall apply to the Order.

19.3. Belgian law shall apply, with the exclusion of the Vienna Sales Convention (CISG).

B. PURCHASE CONDITIONS

20. Method of delivery

20.1. Delivery shall be made carriage paid at the agreed destination inclusive of duties -Delivery Duty Paid (DDP) in accordance with the latest Incoterms.

20.2. Delivered goods shall be properly packed and/or provided by the Contractor with a recognisable inscription enabling the goods to be distinguished and shall prevent damage to persons or goods during unloading, storage and unpacking. The documents required for the use of the goods, such as instructions for use, reports, certificates and/or warranty certificates, shall also be provided at the time of delivery.

20.3. Deliveries shall be accompanied by a packing list and a consignment note.

20.4. If ALGECO is unavailable or unable to take delivery of the goods, the Contractor shall store the goods (or arrange for such storage) at its own expense and risk until delivery to ALGECO can be made.

21. Time of Delivery

21.1. Delivery shall be made within ALGECO's normal working hours and at the times fixed between the parties.

21.2. If the delivery time is exceeded, the Contractor shall automatically be in default and liable to pay compensation, including any costs related to covering purchases. In such case, ALGECO may also (partially) terminate the agreement without judicial intervention due to the fault of the Contractor.

21.3. The Contractor shall be bound by the time and sequence of Delivery laid down under the Agreement, or the delivery schedule determined by ALGECO. ALGECO shall have the right to adjust and/or further work out the time and/or schedule of Delivery in accordance with the requirements or the works report or according to the wishes of its Customer. In such case, the Contractor shall have no right to claim compensation for damages and/or costs unless, at ALGECO's sole discretion, that is a demonstrable and substantial increase in the costs incurred by the Contractor as a result of such change, and ALGECO deems it fair to bear all or part of the costs.

21.4. The Contractor shall notify ALGECO as soon as possible if expected delivery times are likely to be exceeded, together with a statement of the grounds for the same.

21.5. The Contractor shall be fully liable for any penalties or discounts on the contract price in the Main contract for services that may be imposed on ALGECO as a result of delays attributable to the Contractor, and shall indemnify ALGECO in respect thereof.

22. Ownership and risk

22.1. Ownership of specific goods to be delivered shall pass to ALGECO as soon as the Contractor manufactures, constructs or acquires them from third parties on behalf of ALGECO. In any case, the ownership of the delivered goods shall pass to ALGECO at the time of approval after receipt by ALGECO.

22.2. The delivered goods shall at all times be at the Contractor's risk until they have been received and approved by ALGECO.

23. Acceptance and refusal

23.1. Deliveries shall be accepted after ALGECO has approved the same in writing.

23.2. Approval shall only apply to the quantity and external condition of goods.

23.3. Rejected goods shall be removed by the Contractor and/or on its behalf at its own expense.

23.4. After rejection, ALGECO shall still have the right to claim Delivery of new goods that do meet the inspection requirements and, until such time, to suspend its payment for the rejected and redeliverable goods.

23.5. Absence of inspection and/or testing shall not discharge the Contractor from its obligation to deliver in the appropriate manner and on time, nor shall ALGECO be deemed to have accepted any defect therein.

24. Return

24.1. Surplus and superfluous goods which are in the condition as they were at the time of receipt by ALGECO shall be taken back by the Contractor at the invoiced price.

C. SUBCONTRACTING

25. Commencement, Execution and Acceptance

25.1. The Contractor shall commence execution of the Work at the agreed time and place, failing which these shall be determined by ALGECO.

25.2. The Contractor shall perform the Work in conformity with the requirements set by the applicable regulations and the requirements contained in the Agreement and in accordance with high standards.

25.3. The Work shall be performed in accordance with the agreed schedule or in the absence of the same, the schedule provided by ALGECO.

25.4. Acceptance shall take place in accordance with the provisions of the Agreement including these conditions, and the Main contract for services including the specifications.

25.5. The Work shall be at the expense and risk of the Contractor until and including the Acceptance.

25.6. After consultation with the Contractor, ALGECO may adjust the time and/or sequence of the work without being liable to pay any additional compensation.

25.7. If the Work cannot be finalised in accordance with the time schedule, the Contractor shall immediately notify ALGECO in writing, stating the circumstances that cause the same.

25.8. The Contractor shall notify ALGECO of the date on which the Work shall be ready, in writing, with a view to providing ALGECO the opportunity to accept the Work. ALGECO may require the Contractor or its representative to be present during the same.

25.9. If and insofar as ALGECO refuses to accept the delivery, it shall state its reason(s) for the same as soon as possible. In such case, the Contractor shall carry out the necessary repair(s) and/or replacement(s) as soon as possible, without being entitled to receive any additional compensation. ALGECO may suspend payments during such repair or replacement work. After completion of the repair or replacement work, the Work shall be presented for Acceptance once again.

25.10. Acceptance shall not release the Contractor from any warranty obligation or liability.

25.11. The Contractor shall be liable, by operation of law and without the need for any notice of default, for damage, including any penalties or discounts imposed, on account of late performance of (parts of) the Work by the Contractor.

25.12. Without prejudice to the foregoing subclause, if the execution times specified in the Agreement are exceeded, the Agreement may be dissolved in whole or in part due to the fault of the Contractor, after the Contractor has been given notice of default and the Contractor has been given a reasonable period in which to fulfil the Agreement.

26. Maintenance & Warranty

26.1. A maintenance period shall commence immediately following the Acceptance of the Work and shall end when the maintenance period agreed between ALGECO and the Principal comes to an end, unless the Agreement provides otherwise. If no maintenance period has been agreed in the Main contract for services or in the Agreement, a maintenance period of 12 months shall apply. The Contractor shall immediately repair any defects that may occur either during the fulfilment of the Order or during the maintenance period at its own expense and risk, whether or not at ALGECO's request.

26.2. ALGECO shall have the right to verify the appropriateness and completeness of maintenance work performed (or to arrange for such verification) after the maintenance period has expired. Clauses 25 and 26 shall apply mutatis mutandis. Insofar as a deposit has been paid by or on behalf of the Contractor or a bank guarantee or surety has been provided, this shall be returned at the Contractor's request one month after expiry of the longest warranty period.

27. Extra work

27.1. ALGECO shall only reimburse extra work that has been requested in writing or for which ALGECO's duly authorised management or the responsible project manager has given its prior written consent.

27.2. Any set off of less work shall only be determined through mutual agreement.

27.3. Activities that should reasonably be regarded as part of the Work or that is necessary for the delivery thereof, cannot under any circumstances be regarded as extra work.

27.4. The Contractor shall not be entitled to payment for extra work if ALGECO does not receive payment for extra work from the Principal.

28. Regulations

28.1. The Contractor guarantees that it is familiar with the legal regulations applicable to it as well as with the regulations applicable to it under the Agreement between ALGECO and its Principal.

28.2. On its first request, ALGECO shall be provided with access to any permits issued in connection with the execution of the Work.

28.3. The Contractor shall comply with the (health and safety) regulations relating to the Work. The Contractor shall indemnify ALGECO against any damage and costs incurred on account of the failure to comply with the regulations applicable to the Work.

28.4. The Contractor shall arrange the permits required in connection with its work and shall also check which permits are required for the performance of its work.

29. Tools and material

29.1. The Contractor shall be responsible for all tools, equipment and safety equipment required for the work to be performed by and/or on behalf of the Contractor. They must be inspected and must be accompanied by a certificate issued by a competent and recognised body.

29.2. If ALGECO is required to deliver materials, they shall be delivered to the Contractor upon request. After delivery, the Contractor shall bear the risk relating to such material and shall therefore ensure proper handling thereof.

29.3. Goods provided to the Contractor by ALGECO are and shall remain ALGECO's property and shall be recognisably authenticated and stored as such. The Contractor shall return the relevant goods at ALGECO's first request. The Contractor shall arrange for the equipment required by it if so agreed, and shall also bear the expense and risk relating to the use and transport thereof.

30. Work location

30.1. The Contractor shall be bound to comply with the orders and instructions regarding the work location provided by ALGECO (or a third party designated by ALGECO). If the Contractor receives orders from a third party not designated by ALGECO for that purpose, ALGECO shall be immediately notified by the Contractor.

30.2. The Contractor shall comply with the instructions of the Health and Safety Inspectorate.

30.3. Rest days, public holidays, vacation days, or other days off prescribed or to be prescribed under the CBA, recognised at the location of the Work shall also apply to the Contractor and its Employees, unless otherwise agreed through mutual consultation between the parties involved. The Contractor shall bear any additional costs resulting from whether or not work is performed on

the aforementioned days, and the same cannot be recovered from ALGECO, unless otherwise agreed in advance in writing.

- 30.4. Work shall be carried out within the working hours in force at the work location, and ALGECO shall comply with the Principal's working hours and breaks.
- 30.5. Insofar as and to the extent required by applicable laws and/or regulations, the personal data (including a copy of a valid identity document) of the Employees present at the location of the Work shall be notified to the project manager. These personal data shall only be used for purposes described in such laws or regulations and shall be further processed in accordance with the provisions of the Data Protection Act. Employees of the Contractor present at the location of the Work must at all times be able to identify themselves with a valid identity document.
- 30.6. If there are reasonable grounds to do so, ALGECO may deny the Contractor's Employees access to the work location.
- 30.7. During the performance of the work, an official must be present on behalf of the Contractor, who can immediately ensure compliance with the instructions given by ALGECO and/or by or on behalf of its Principal. Such person shall make himself known to ALGECO's project manager or, failing that, the person appointed by or on behalf of the Principal.
- 30.8. The Contractor is bound to immediately and adequately dispose of the waste arising from its activities in accordance with the instructions given in that context.
- 30.9. In a general sense, the Contractor undertakes to keep the work location clean and tidy during the performance of the work.

31. Miscellaneous

- 31.1. The Employees and other persons performing the work for or on behalf of the Contractor shall possess market-equivalent certification with regard to Quality, Occupational Health and Safety and the Environment, and shall provide ALGECO with a copy of the same on first request.
- 31.2. The Contractor shall be responsible to provide the necessary protective equipment and for the inspection of equipment.
- 31.3. The Contractor's foreman must report to ALGECO's contractor or, failing that, to the person appointed by or on behalf of its Principal, before commencing the work.
- 31.4. The Contractor must have the necessary diplomas and/or professional experience required by law.
- 31.5. A person shall be present at the location of the work at all times who is able to communicate with both ALGECO and the workers present on behalf of the Contractor.
- 31.6. The Contractor must be able to demonstrate that its Employees and hired third parties are permitted to perform their work, whether through the submission of a Dimona registration, work permit or other (combined) permit (wherever applicable), or otherwise.
- 31.7. If ALGECO suffers damage due to failure to comply with the provisions of this clause, the Contractor shall compensate ALGECO in full for such damage. The Contractor shall also indemnify ALGECO against any penalties imposed and/or claims by third parties and/or any government or semi-governmental institutions as a result of failure to comply with the regulations governing the employment of foreign nationals.

D. HIRE

32. Object and circumstances

- 32.1. ALGECO shall use the hired object for its normal business operations, including assembly, installation, dismantling and de-installation work.
- 32.2. The Contractor is familiar with the work for which - and the location(s) at which - ALGECO wishes to use the hire goods.
- 32.3. The Contractor guarantees that the hire goods meet the functionality and usage requirements that may be laid down for it in connection with professional construction.
- 32.4. The hire goods have been inspected and provided with all necessary certificates and exemptions, duly issued by a competent authority.
- 32.5. If the use of the hire goods requires the assistance of the Contractor's personnel, such assistance shall be included in the hire price, unless otherwise agreed.

33. Use of the object

- 33.1. The Contractor shall provide instructions for use, safety regulations, regulations relating to the storage and closure of the hire goods and regulations concerning protection against weather conditions in Dutch and French.

34. Start and end of the hire period

- 34.1. The hire shall commence on the date stipulated in the Agreement, failing which it shall commence as soon as an object is made available to ALGECO through collection or delivery of the hire goods.
- 34.2. The hire shall come to an end on the date specified in ALGECO's request for collection of the hire object, or at the time of delivery of the hire goods to the lessor. If the request for collection does not specify an end date, hire shall end no later than seven (7) calendar days after receipt of the request for collection.

35. Deadlines

- 35.1. If an agreed delivery period of the hire goods to ALGECO is exceeded, the Contractor shall be in default by operation of law without the need to issue a notice of default, and the Contractor shall be bound to pay compensation, including any costs related to hire cover. In such case, ALGECO may (partially) terminate the Agreement extrajudicially due to the fault of the Contractor without the need to issue a notice of default.
- 35.2. If the hire goods are to be collected by the Contractor in accordance with the Agreement and after the end of the hire period, the Contractor shall collect the same within 5 working days after written request to do so by ALGECO, unless otherwise agreed. After expiry of this period, the Contractor shall be liable to pay ALGECO the reasonable costs for storage of the goods and/or transport costs relating to the return of the goods.

36. State of acceptance and inspection during and after the end of the hire period

- 36.1. At the start of the contract, the Contractor shall ensure that a statement on the condition of the hire goods at the time of acceptance of the same is drawn up, during which ALGECO shall be present, stating any defects found and provided with photographic material if necessary.
- 36.2. At the end of the hire (no later than the last day of the hire), the Contractor shall arrange for an inspection of the hire goods, at which ALGECO shall be present, and shall draw up its findings and any defects or damage found, in the statement on the condition of the hire goods. If no statement on the condition of the hire goods is drawn up, the object shall be deemed to have been returned in its original condition (subject to normal wear and tear and ageing) and without damage or defects.
- 36.3. ALGECO shall grant the Contractor access to the hire goods if the Contractor wishes to inspect the hire object during the hire period and after notification to that effect has been given. This access shall be provided during ALGECO's normal working hours. The Contractor shall not obstruct or delay ALGECO's work during this inspection.

37. Insurance and risk

- 37.1. During the term of the Agreement, the Contractor shall insure the hire goods and keep it insured against civil liability for at least €2,500,000 per event for personal injury and property damage, as well as insure the entire hull and keep it insured against theft, damage, fire, loss and damage to others.
- 37.2. The hire goods shall be at the Contractor's risk and expense during the hire period, except with regard to damage or loss caused by a culpable shortcoming in the performance of the Agreement by ALGECO or cases of intent or bad faith.

38. Notifications and repair

- 38.1. ALGECO shall report any defects to the goods or any damage or loss thereof (including seizure) to the Contractor as soon as possible.
- 38.2. In case of a malfunction or defect in the good, the Contractor shall repair or have the object repaired or replaced within a reasonable period of time after notification thereof has been given. If the Contractor fails to repair or replace the good within a reasonable period of time, ALGECO shall be entitled to hire an equivalent good from a third party and terminate the Agreement (in part, if necessary), whereby the Contractor shall compensate ALGECO for, among other things, the damage resulting from the hire cover and termination.

39. Property and rights in rem

- 39.1. The hire goods are the property of the Contractor unless the Contractor has expressly indicated prior to the conclusion of the Agreement that third parties are hiring/subletting it out.
- 39.2. The Contractor guarantees that the hire goods are not encumbered with a right in rem.
- 39.3. As security for the fulfilment of the rental obligations under the Agreement, the Contractor shall provide ALGECO with a pledge on the hire goods.
- 39.4. ALGECO shall not remove any indications on the hire goods relating to ownership thereof.

40. Hire price

- 40.1. Unless otherwise agreed, ALGECO shall not be liable to pay a deposit or any other security for the hire goods.
- 40.2. The hire price includes some costs related to transport, environmental tax, normal wear and tear, insurance and periodic inspections and maintenance.
- 40.3. The hire price is exclusive of VAT and exclusive of costs for oil, fuel and other consumables.