

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES
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1. Scope of application

The present general terms and conditions (hereafter the “General Terms and Conditions”) shall apply to all orders for goods and/or services issued by Luminus S.A/N.V (hereafter the “Company”), to the extent the said orders do not expressly derogate thereof.

2. Order

All orders shall be placed via the Luminus Supplier Portal (LSP), a cloud-based platform to which the contractor is granted access as part of the Luminus supplier onboarding process. Except in case of refusal of the order by the contractor via the LSP within (5) five days of the sending of the order, the contractor is deemed to have accepted the order.

The order will be deemed effective on the date of sending by an authorized representative of the Company.

By accepting the order, the contractor shall waive all its general or specific terms and conditions, whenever and in whatever form these are communicated.

3. Provision of Goods and/or Services

3.1: The contractor shall provide exclusively those goods, and shall furnish exclusively those services, which shall be free of any and all apparent or hidden defect, and which shall be in strict conformity with the order, applicable regulations, state of the art and all standard requirements relating to usage, reliability, product life and end usage that the contractor shall be or should be aware of. On this point specifically, the contractor shall attest to having been sufficiently informed by the Company concerning the order.

3.2: The Company shall not be deemed to have accepted any apparent defects unless:

- for the provision of goods, it failed to communicate said defects to the contractor within a reasonable period of time or;
- for the provision of goods and/or services, subject to an acceptance procedure, if receipt was acknowledged at the contractor’s behest.

3.3: Notwithstanding any compulsory and more severe provisions, the contractor shall at his own cost repair or replace, according to the Company’s stated wish, any and all defects, defaults and non-compliant goods and/or services observed in a period of 24 months following their respective implementation or provision, and shall reimburse the Company for any and all damages resulting there from.

Repair and replacement shall mean: dismantling, transport, repair, replacement, reinstallation, testing, implementation and all other costs incurred as a result of the defect.

In the event of a replacement or repair, a new 24-month deadline shall come into effect starting with the date of re-implementation or provision.

3.4: The acceptance procedure, if any, will be defined by the Company.

4. Transfer of title and risk

The title and risk are transferred to the Company upon delivery at the place of delivery, unless delivery is subject to an acceptance procedure, in which case title and risk will be only transferred upon acceptance.

5. Payment/Invoicing

5.1: The prices and rates set forth in the order shall include all costs, taxes and expenses but are exclusive of VAT.

5.2: Insofar the contractor will have complied with his obligations under the agreement, the amounts due are payable forty-five (45) days from the date of the invoice, via bank transfer into the account specified on the

invoice. No payment may be demanded if a payment related to a previous period has not been made as a result of a failure of the contractor.

5.3: All exchanges and communication between Luminus and the contractor with respect to invoicing and related documentation under the Agreement shall take place via the Luminus Supplier Portal (LSP). The contractor will submit via the LSP the amounts to be invoiced for the performance of its obligations under the Agreement, as well as, each as applicable, time reports, a description of the performed tasks and other documentation, to Luminus for approval prior to actual invoicing. After approval by Luminus via the LSP, the contractor will send the invoice to Luminus via the LSP.

5.4: The Supplier may verify the payment status of its invoices via the Luminus Supplier Portal. Only after sending a notice of default either by registered letter or via the LSP, which has remained without effect for 30 (thirty) Days from receipt by Luminus thereof, any late payment, in whole or part, of any amount due shall lead to the application of interest to outstanding amount at a rate equal to the interbank offered rate for one month in the eurozone (EURIBOR-one month). The interbank rate applicable shall be the rate in force on the last business day of the month preceding the month of issue of the invoices, increased by 3 interest points.

6. Subcontracting/ Assignment

6.1: The contractor shall not delegate all or part of the execution of the order to a third party without the Company's prior written consent. In case of subcontracting beyond one level or more (i.e. sub-subcontracting), the contractor's subcontractor shall not delegate all or part of the execution of the order without the Company's prior written consent. The contractor shall see to it that this restriction is imposed on its subcontractor as well as on the subcontractor's subcontractors.

Subcontracting shall in no way discharge the contractor from its contractual obligations. In addition, all subcontracting risks shall be assumed in their entirety by the latter.

6.2: The contractor shall be prohibited from assigning all or part of the rights and obligations resulting from the order to a third party without the Company's prior written consent.

The Company shall have the right to assign all or part of its rights and obligations resulting from the order to a related business and shall inform the contractor of said assignment as soon as possible.

7. Delivery

Except otherwise agreed in writing, delivery will be "Delivery Duty Paid" in the Company's facilities as per Incoterms provisions (latest applicable version). The agreed terms for delivery are imperative. In case of non-compliance with an agreed term, the Company shall have the right to receive an indemnity amounting to 10% of the value of the order or to terminate the agreement, without prejudice to its right to claim further indemnity for damages caused.

8. Termination

8.1: If no term is stipulated in the order, the contract is deemed to be concluded for an undetermined period, and the Company will be able to terminate partly or wholly the order within 30 Days, by simple notice.

If a term is stipulated in the order, the Company will be able to terminate at any time, and the contractor will be reimbursed for any reasonable direct costs incurred. The contractor shall be required to produce documentary proof of these costs.

8.2: Notwithstanding article 8.1, without prejudice to its right to damages, the Company may terminate the order immediately by written notice if:

- a) the contractor shall commit a material breach of any of its obligations and shall not have remedied such breach within (15) fifteen calendar days of receiving written notice of the breach; or
- b) the contractor shall become bankrupt or enter into liquidation, or have a receiver appointed of its assets or any part thereof or an administration order is served upon it.

9. Intellectual Property

The Company shall have a free right of use without charge of all intellectual property rights existing in connection with the goods or services. The contractor transfers to the Company all intellectual property rights on the developments carried out pursuant to an order.



The contractor shall hold the Company harmless against all claims of third parties pursuant to breach of intellectual property rights, relating to the goods and/or services. The contractor shall hold the Company harmless against any and all liabilities, losses, and expenses associated with any such claim or action.

Furthermore, the contractor will promptly provide the Company with substitute goods and/or services that are functionally equivalent to the enjoined products.

10. Liability / Insurance

The contractor shall assume the liability for all damages, for whatsoever cause, which result directly or indirectly from the delivery of goods or the performance of the services or from the failure to deliver the goods or to perform the services. The contractor shall hold the Company harmless against any third party claims.

The contractor commits to taking out the mandatory insurance policies and/or those that are necessary to perform the order concluded with the Company.

Upon request of the Company, the contractor shall deliver a certificate of insurance.

11. Follow-up agreements and Luminus Affiliates

11.1: Follow-up agreements – The contractor commits, at the Company's request, to negotiate in good faith with the Company to enter into follow-up agreements that are in relation to the agreement and to propose conditions that are at least equivalent to the conditions in the related agreement.

11.2: Luminus Affiliates – The contractor expressly authorizes Luminus Affiliates to make reference to and use this agreement without having to negotiate new conditions. For this purpose any reference to the Company will be interpreted as a reference to the Luminus Affiliates. Luminus Affiliates refers to any entity, whether incorporated or not, that is controlled by, is under common control with, or controls the Company, where "control" means the ability, whether directly or indirectly, to direct the affairs of another by means of majority ownership, contract, or otherwise.

12. Compliance with laws and regulations

12.1: The contractor is responsible for the respect of all legal and regulatory requirements and the obtaining of all prior authorizations required by the competent authorities for the supplying of the goods and/or services.

12.2: The contractor will carry out the order in complete freedom and independence. There is no hierarchical relationship whatsoever between the Company and the staff and third party on whom the contractor calls to carry out the order.

The contractor will conform to every legal obligation regarding its activities in force in Belgium and the Company will on no account be responsible in the event of a violation of the aforementioned legal obligations by or on behalf of the contractor. Particularly, the contractor will be responsible for his affiliation to ONSS in Belgium and will have to submit to any corresponding obligation with regard to his staff in Belgium with the view of implementing the order. Among others, the contractor will take care of all legal duties (for example the said "Limosa declaration") relating to the assignment in Belgium of foreign staff members or third parties to carry out the order. The contractor also agrees to indemnify and hold the Company harmless from and against any and all liabilities, losses, and expenses associated with any such non respect of the said legal duties.

12.3: In case the contractor fails to comply with one or more of the stipulations of the present article, the agreement may be terminated at the contractor's expense. Moreover, the contractor is under the obligation to compensate the Company for all the expenses incurred as a result of the non-fulfillment of his obligations.

13. Sustainable Development, Ethics and Integrity

13.1: Environmental clause

To respond to sustainable development issues, the Company has set the target of controlling environmental impact and obtaining and maintaining NF EN ISO 14001 certification for all its activities (production, distribution, engineering, etc.).

Under its environmental policy, the Company has undertaken commitments, particularly for:



- saving non-renewable resources;
- preventing pollution and controlling greenhouse gas emissions;
- improving health and safety.

In particular, the Company is a stakeholder in this approach for continuous improvement by also seeking ISO 14001 certification for its main sites.

The Company has therefore undertaken, in the process of contracting and execution of its contracts, to identify the key points regarding respect for the environment and in particular those relating to waste control and the use of chemical products.

As a result, the contractor shall be reminded, and shall pass this on to his subcontractors and suppliers, that the execution of the order must strictly comply with the applicable regulations in that respect.

As part of his duty as an advisor to the Company and to allow the Company to respect its commitments regarding ISO 14001 certification, the contractor is also requested, in the context of execution of the order, to send to the Company any relevant information regarding respect for the environment (existing commitments, planned action for progress, reduction or prevention of impacts obtained, etc.) and to warn it of any circumstance likely to have a significant impact on the environment.

The duty of advisor, like the obligations required of the contractor pursuant to the present Article 13.1, shall be assessed with regard to and within the limits of the missions entrusted to him in accordance with his specific competences.

13.2: Social clause

According to its commitments on ethics, the Company has particularly obliged itself to respect the fundamental principles and rights stated in the United Nations Declaration of Human Rights, the European Union Charter of Fundamental Rights and the Conventions made under the International Labour Organization. In this context, the Company applies these principles –and, particularly, those relating to child labour and forced or obligatory labour– to its purchases.

The contractor declares that he shall adhere to the fundamental principles and rights stated above. He shall respect and implement the industrial and human resources required to ensure their application, by his own personnel, his sub-contractors and his suppliers. He shall also undertake to provide proof of their layout to the Company at the latter's first request. The Company reserves the right to verify, through a competent and authorized organization, that the working conditions that are applied by the contractor, his sub-contractors and his suppliers do not violate these principles.

13.3: Integrity clause

Both parties warrant to respect at all times all the applicable, national and international law relating to the combating of fraud and corruption in all of its forms, whether public or private, active or passive, by any person acting on their behalf, as well as any trade embargoes which may be applicable to their contractual relationship.

Both parties warrants that they have given no commissions, payments, gifts of substantial value, kickbacks, extensive entertainment or other things of substantial value to any employee or agent of the other Party in connection with this present agreement or any other contract between the Parties.

Both parties guarantee that their personnel, representatives, subcontractors and/or any other person for whom they are responsible, will respect this clause at all times.

Each proven non respect of the above is a substantial breach of this present agreement and may result in the immediate termination of this present agreement with no payment or compensation of any kind being due by the non-breaching Party.

13.4: Ethical Reporting

The confidential Luminus Ethical Reporting e-mail address is a method for reporting conduct that may be unethical, in violation of professional standards, relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or for seeking guidance about possible violations of laws related to existing or expected contracts. The contractor can contact the Company by sending an e-mail to ethics@luminus.be.

14. Luminus Data and Personal Data

Luminus Data shall be considered private and confidential. The Company shall retain all rights, title and interest in Luminus Data. "Luminus Data" is defined as any data provided by the Company to the contractor and/or data related to Luminus or its activities and/or any data relating to Luminus, including data relating to the Company's customer database, procedures and knowledge, which may include personal data.

As part of the provision of the professional services and for the entire duration thereof, the contractor will be led to process (use, modify, store, ...) personal data within the meaning of applicable data protection law and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

With respect to such processing, the contractor shall:

- (a) process such personal data only for the specific fulfilment of its contractual obligations arising from the order, and in accordance with the Company's documented instructions;
- (b) only process such personal data in a Member State of the European Union or European Economic Area, unless specifically authorised in writing by the Company;
- (c) ensure that persons authorised to process such personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, and ensure that any natural person acting under the authority of the contractor who has access to personal data does not process them except on instructions from the Company, unless he or she is required to do so by Union or Member State law;
- (e) respect the following conditions for engaging another processor:
 - The contractor shall not engage another processor without prior specific or general written authorisation of the Company. In the case of general written authorisation, the contractor shall inform the Company of any intended changes concerning the addition or replacement of other processors, thereby giving Luminus the opportunity to object to such changes.
 - Where the contractor engages another processor for carrying out specific processing activities on behalf of the Company, the contractor shall impose on that other processor the same data protection obligations as set out in this Article 14, by way of a contract or other legal act under Union or Member State law. Where that other processor fails to fulfil its data protection obligations, the contractor shall remain fully liable to the Company for the performance of that other processor's obligations.
- (f) taking into account the nature of the processing, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the data subject's rights under applicable data protection legislation;
- (g) taking into account the nature of processing and the information available to the contractor, assist the Company in ensuring compliance with the obligations under applicable data protection legislation in relation to security of processing, to the notification of any breach of personal data to supervisory authorities and data subjects where relevant, to the carrying out of data protection impact assessments where required and to prior consultation of the supervisory authority;
- (h) at the choice of the Company, delete or returns all such personal data to the Company after the end of the provision of the professional services and delete existing copies unless European Union or Member State law requires storage of the personal data;
- (i) make available to the Company all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.

The contractor shall indemnify the Company for claims of any third party that arise as a result of the contractor's breach of this Article 14 and the applicable European and Member State law and regulation regarding data protection and/or privacy.

15. Confidentiality

The contractor undertakes to keep any and all information and data confidential which shall be transmitted to it by the Company as part of the order and to refrain from disclosing it to any third party, in any way shape or form, and to refrain from using it in any way other than for the purposes of fulfilling the order itself.

All information shall remain confidential for a period of five years after the order has expired.



16. Applicable Law/ Jurisdiction

These General Terms and Conditions and all orders shall be governed by Belgian law, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980".

Any dispute arising out of or in relation with these General Terms and Conditions or an order shall be subject to the exclusive jurisdiction of the Brussels Courts (Belgium).