



GENERAL TERMS AND CONDITIONS OF PURCHASE

FOR GOODS, WORKS AND/OR SERVICES

Ref.: GTC_EXT_JANUARY 2026

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1 Scope of Application

The present General Terms and Conditions (as negotiated between the Parties) shall apply to all agreements for the purchase of Goods, Works and/or Services, as well as to all deliveries made to the Company or purchase orders issued by the Company, to the extent said agreements do not expressly derogate thereof.

2 Definitions

All terms with capital letters used in the present General Terms and Conditions or in any other constituent document of the Agreement shall have the following meanings:

- **Agreement:** refers to the agreement between the Company and the Contractor, consisting of the documents set forth in Article 3.1 of the present General Terms and Conditions;
- **Bank Guarantee:** an irrevocable, first demand and unconditional bank guarantee, by which a reputable bank, acceptable to the Company, stands surety for the Contractor for and throughout the performance of (a specified part of) the Agreement;
- **Certificate of Provisional Acceptance:** the document that is drawn up in twofold by the Company and that is subsequently duly signed by the Parties as proof of the Provisional Acceptance by the Company of the Goods, Works and/or Services specified therein, as further described in Article 19 of the present General Terms and Conditions;
- **Commissioning:** the phase during which the Goods, Works and/or Services are put to the test, so as to determine whether the same can be operated safely, reliably and in strict accordance with the Agreement, as further described in Article 17 of the present General Terms and Conditions;
- **Company:** refers to Luminus NV/SA (and the legal successors in title thereto), a company incorporated and existing under the laws of Belgium, with its registered office at Boulevard Roi Albert II 7, 1210 Brussels and registered in the Register of Legal Entities of Brussels under number BTW BE 0471.811.661;
- **Company's Representative(s):** the person(s) that is(are) designated by the Company in the Contract and/or Purchase Order and is(are) authorised, if and to the extent so specified, to represent the latter for the purposes of the Agreement and to receive notices on his behalf;
- **Contract and/or Purchase Order:** sets forth the Specific Terms and Conditions agreed to by the Parties;
- **Contract Price:** the total aggregate amount agreed to between the Parties in the Contract and/or Purchase Order for the Contractor's performance of the Agreement (excluding VAT and any possible Liquidated Damages, other damages, interests, penalties and/or expenses paid or to be paid by the Contractor to the Company);
- **Contractor:** refers to the physical person or legal entity (and the legal successors in title to this physical person or legal entity), specified in the Contract and/or Purchase Order, with whom the Company has concluded the Agreement;
- **Contractor Material:** any document, methodology or process, documentation, data, software or other material in whatever form for which the Intellectual Property Rights are owned by or licensed to Contractor;

- **Contractor's Representative:** the representative of the Contractor during the works on Site, who is assigned full authority over the Contractor's personnel and any Subcontractors and is vested with all powers to legally bind the Contractor, as is further set forth in Article 15.2 of the present General Terms and Conditions;
- **Day(s) – Week(s) – Month(s):** refers to the number of official business days, weeks or months in Belgium, and not the number of calendar days, weeks or months;
- **Decennial Liability:** the Contractor's liability during a ten-year period following Final Acceptance of the Goods, Works and/or Services, during which the Contractor *inter alia* remains liable within the conditions of article 1792 of the Belgian Civil Code for certain hidden defects, inaccuracies in the design of any foundations, structures and/or buildings and the appropriateness of any materials supplied by the Contractor under the Agreement, as further defined in Article 27.2 of the present General Terms and Conditions;
- **Deliverable:** any output (in whatever form) of Goods, Works and/or Services which may be developed, created or modified by the Contractor pursuant to the Agreement;
- **Effective Date:** the specific date at which the Agreement enters into effect, as set out in Article 3.2 of the present General Terms and Conditions;
- **Final Acceptance:** the moment of unconditional acceptance by the Company of the Goods, Works and/or Services as provided by the Contractor under and according to the Agreement, as further described in Article 22 of the present General Terms and Conditions;
- **Force Majeure:** shall mean any event of force majeure, ie strike, lock out or labour dispute (excluding, in all cases, by employees, agents, consultants and contractors of the Contractor and its subcontractors involved in the performance of the Agreement), an act of God, war, fire, flood, civil rebellion or terrorism, in each case, that is beyond the control of the affected Party and not susceptible to being planned for or avoided by reasonably prudent persons or entities providing or operating a business similar in scale and scope to the affected Party. For the avoidance of doubt, the mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event
- **General Terms and Conditions:** the Company's present general terms and conditions of purchase;
- **Good Industry Practice:** the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a suitably skilled, trained and experienced person providing products or services similar to the Goods, Works and/or Services to a customer similar to the Company;
- **Goods Receipt:** refers to the form that is drawn up by the Company and, when duly signed and issued by the Company, constitutes sole proof of the Contractor's successful delivery of a certain batch of Goods in case the Agreement merely covers the supply of certain Goods by the Contractor and it was furthermore explicitly agreed between the Parties that there was no obligation to conduct Commissioning tests on those Goods;
- **Goods, Works and/or Services:** designate, depending on the case, all or part of the drawings or documents, substances, materials, equipment, tools, machinery, structures, plant, civil works, industrial buildings etc. to be studied, designed, manufactured, supplied, erected, built, assembled, modified, arranged, tested or put into service by the Contractor under the Agreement, including all the studies, tasks, works and services related thereto and, as the case may be, specified in the Contract and/or Purchase Order. In a specific context, the definition 'Goods, Works and/or Services' may be broken down into either Goods, Works or Services individually, or any combination thereof, such use of individual or combined terms however

always referring back to the full scope of the definition for 'Goods, Works and/or Services' set forth here above;

- **Instructions:** refer to any indication, decision, explanation, clarification provided by the Company during the implementation of the Contract and/or Purchase Order.
- **Intellectual Property Rights:** all industrial and intellectual property rights, including, but not limited to copyright, software protection rights, database rights, rights in unregistered trade marks, unregistered design rights, patents, utility models, supplementary protection certificates, registered trade marks, designs, and any other similar rights in any part of the world;
- **Liquidated Damages:** designate the pre-ascertained damages to be paid by the Contractor to the Company in accordance with Article 18 of the present General Terms and Conditions;
- **Losses:** shall mean any and all claims, judgments, demands, damages, fines, losses, liabilities, interest, awards, penalties, causes of action, litigation, lawsuits, administrative proceedings, administrative investigations, costs and expenses, including, reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings;
- **Luminus:** refers to the Company;
- **Luminus Affiliate:** any entity that is affiliated or associated with the Company in the meaning of art.1:20 and 1:21 of the Belgian Companies Code.
- **Luminus Material:** any document, methodology or process, documentation, data, software or other material in whatever form for which the Intellectual Property Rights are owned by or licensed to Luminus, together with any modifications or enhancements thereto;
- **Luminus Supplier Portal:** a cloud-based platform to which the Contractor is granted access as part of the Luminus contractor onboarding process;
- **Milestone(s):** refers to one or more significant project milestones set forth in the Project Schedule, which each individually embodies an important step in the project, as further set out in Article 11.1 of the General Terms and Conditions;
- **Parent Company Guarantee:** a guarantee of Contractor's parent company or main undertaking, by which the latter stands surety towards the Company for and throughout the performance of the Agreement by the Contractor;
- **Party or Parties:** refers to either the Company or the Contractor, or both, as the context requires;
- **Payment Schedule:** refers to the schedule of payments linked to the Milestones set forth in the Project Schedule, as further defined in Article 8.3 of the present General Terms and Conditions;
- **Project Schedule:** sets forth the specific Milestones in the performance of the Agreement by the Contractor, as further defined in Article 11 of these General Terms and Conditions;
- **Provisional Acceptance:** refers to the moment when the Goods, Works and/or Services have successfully passed all relevant and applicable Commissioning tests, all other conditions for Provisional Acceptance set forth in the Agreement have been fulfilled in relation to those Goods, Works and/or Services and (a specified part of) the order is overall (largely) completed, as a result of which the Company decides to provisionally accept (a specific part of) the Goods, Works and/or Services, as is further defined in Article 19 of the present General Terms and Conditions;

- **Punch List:** refers to the list of minor works, if any, that forms an integral part of the Certificate of Provisional Acceptance and that sets forth all minor works that are still outstanding at the moment of Provisional Acceptance but that must, in any case, be completed or remedied by the Contractor prior to Final Acceptance, as described in Article 22. It shall be left to the Company to assess and decide whether or not the existence of a Punch List and/or any item on that list in specific precludes Provisional Acceptance and, more generally, whether or not any works can be deemed minor works and as such fit for inclusion on the Punch List;
- **Site:** refers to all or part of the location(s) affected by the activities carried out under the Agreement;
- **Site Language:** the official language of the country, or, when applicable, the region where the Site is located;
- **Specific Terms and Conditions:** contained in the Contract and/or Purchase Order, these set forth the specific provisions agreed to by the Parties for the purposes of the Agreement;
- **Subcontractor(s):** the legal person(s), entity or combination of entities, to which parts of the Contractor's obligations under the Agreement are subcontracted by the Contractor, directly or indirectly, and in accordance with Article 5 of the present General Terms and Conditions;
- **Technical Documentation:** means, *inter alia*, all such technical documentation, specifications, samples, patterns, models, calculations, computer programs (software), operation and maintenance manuals and other documents or information of a similar nature, to be submitted by the Contractor to the Company in strict accordance with the Agreement;
- **Technical Specifications:** refers to the section of the tender documents consisting of all technical documents that are applicable to the order, which is specific set forth the Company's minimum technical requirements for the Goods, Works and/or Services;
- **Variations:** refer to any Instruction given by the Company that represents a change in the initial Contract and/or Purchase Order (the Contract and/or Purchase Order being interpreted as a whole), including any Instruction involving:
 - a quantity increase or decrease of part of the Goods, Works and/or Services; or
 - an addition to the Goods, Works and/or Services or a reduction at that level; or
 - a change in specification, quality or nature of any part of the Goods, Works and/or Services.
- **Warranty Period:** refers to the period of warranty on the Goods, Works and or Services, including any extensions thereof, as specified in Article 21.1 of the present General Terms and Conditions.

3 The Agreement

3.1 Constituent Documents

The Agreement shall be comprised of the entirety of contractual documents (including, for the avoidance of doubt, any contract schedules and annexes, and Luminus' policies referred to in these Terms and Conditions and duly communicated to the Contractor) including (but not limited to) the following documents:

- the Contract and/or Purchase Order and, if applicable, all of its (or their) supplements, setting out the Specific Terms and Conditions agreed to between the Parties;
- the present General Terms and Conditions;
- the Company's Technical Specifications;



- any Company policies that have been communicated to the Contractor, including (but not limited to):
 - o the Company's construction and/or Site regulations;
 - o the Company's Supplier Code of Conduct;
 - o if applicable, the Company's rules and requirements concerning access, safety, well-being and the environment, as referred to under art.29.3 hereof;
- if applicable, any other relevant documents issued by the Company; and
- the Contractor's sales offer, if accepted by the Company in writing.

In case of interpretation difficulties, ambiguities, contradictions or other divergences between the constituent documents, each document prevails over the one which follows it in the order in which they are listed in the Contract and/or Purchase Order, or, failing such specification, in the order as listed here above.

In case of interpretation difficulties, ambiguities, contradictions or other divergences between the provisions of a constituent document of the Agreement and those of its supplements or annexes, the provisions contained in the main document shall prevail.

By accepting the Agreement, the Contractor waives its own general or specific terms and conditions, whenever and in whatever form these are communicated.

3.2 Conclusion and Effective Date of Contract and/or Purchase Order

The Agreement shall be entered into for the term indicated in the Contract, or the Purchase Order(s).

The Agreement shall enter into force on the date set out in the Contract or in the Purchase Order. If no effective date is explicitly mentioned in the Contract or in the Purchase Order, the effective date shall be:

- for a Contract, upon its signature by both Parties;
- for a Purchase Order, after the Company has dispatched or delivered it to the Contractor via the Luminus Supplier Portal and the latter has either failed to make any reservations within the time-limit set forth therein or has returned an acknowledgement of receipt via the Luminus Supplier Portal, containing no reservations, regarding the Purchase Order to the Company.

3.3 Notices

Except as set out in Article 8.3, any notice, instruction, consent, approval, comment, certificate or determination required or desired to be given in connection with the Agreement shall be in writing and shall be validly delivered if delivered either by hand, by registered mail, by e-mail or by an internationally recognized courier service to the addressee, and/or address stipulated in the Contract and/or Purchase Order to that end, as changed from time to time in accordance with this Article 3.3.

Such validly delivered notice shall be deemed received by the other Party:

- in the case of delivery in-hand, when delivered;
- in the case of e-mail, when sent; and
- in case of delivery by registered mail or courier service, on the date indicated on the acknowledgement of receipt.

As an exception to the foregoing, day-to-day communications between the Parties (with the explicit exclusion of amendments to the Agreement and acceptance documents, such as the Certificate of Provisional Acceptance) may also be transferred via e-mail, addressed to the e-mail address(es) stipulated in the Contract and/or Purchase Order to that end or notified by a Party to the other Party from time to time.



Either Party may modify the representative(s) who is (are) authorized to receive notices on its behalf, or its address for the receipt of notices, by simple notice to the other Party given in accordance with this Article 3.3.

3.4 Applicable Law

The Agreement shall be governed by Belgian law, to the explicit exclusion of (i) any conflict of law rules or provisions and (ii) the "United Nations Convention on Contracts for the International Sale of Goods" dated April 11, 1980.

3.5 Jurisdiction

Any dispute arising out of or in relation with the Agreement shall be finally settled by the courts of Brussels.

In no event shall any dispute between the Parties result in the suspension of the Contractor's contractual obligations.

3.6 Waiver

Neither Party, by any act, delay, omission or otherwise shall be deemed to have expressly or impliedly waived any of its rights, powers or remedies, or any one or more of them, unless such waiver is in writing and signed by an authorized representative of such Party. Any such waiver shall be enforceable only to the extent specifically set forth in the waiver. A waiver by a Party of any right, power or remedy, or any one or more of them, on any one occasion shall not be construed as a bar to or waiver of any right, power or remedy, or any one or more of them, which such Party should have on any future occasion, whether similar in kind or otherwise.

3.7 Severability

If any provision of the Agreement is held to be invalid, illegal or non-enforceable by a court of competent jurisdiction in whole or in part, such (part of the) provision shall be deemed to be excluded from the Agreement, without affecting the validity, legality or enforceability of the remaining provisions. If the invalidity, illegality or non-enforceability of a (part of a) provision could have an impact on the rest of the Agreement, the Parties will promptly convene to negotiate in good faith with the aim of agreeing, as soon as possible, on a new, valid provision (or part of such provision) that reflects as close as possible the economic impact that the Parties intended with the illegal, invalid or unenforceable provision (or the illegal, invalid or unenforceable part thereof).

3.8 Surviving Provisions

The provisions of the Agreement that by their nature are intended to survive the termination, suspension, cancellation, completion or expiry of the Agreement (in specific but not limited to the provisions with regard to confidentiality, warranty and liability) shall continue as valid and enforceable provisions notwithstanding any such termination, suspension, cancellation, completion and expiry.

3.9 Entire Agreement

This Agreement represents the entire agreement between the Parties hereto relating to the subject matter hereof and may only be amended in writing, signed by the duly authorised representatives of both Parties. The Parties expressly waive all provisions contained in any past, written or verbal, agreements or correspondence between them which negate, limit, extend or conflict with the provisions set forth in this Agreement. Such past agreements or correspondence may only be invoked for the purpose of clarifying ambiguous provisions of the Agreement, which allow for more than one interpretation.



4 Follow-up agreements and Luminus Affiliates

Follow-up agreements – Supplier commits, at Luminus' request, to negotiate in good faith with Luminus to enter into follow-up agreements that are in relation to the Agreement and to propose conditions that are at least at arm's length with the conditions in the related Agreement.

Luminus Affiliates – Supplier expressly authorizes Luminus Affiliates to make reference to and use this Agreement without having to negotiate new conditions. For this purpose any reference to Luminus will be interpreted as a reference to the relevant Luminus Affiliate.

5 Subcontracting

The Contractor shall not delegate all or part of the execution of the Agreement without the Company's prior written consent.

The Contractor's Subcontractor shall not delegate all or part of the execution of the Agreement without the Company's prior written consent. The Contractor shall see to it that this restriction is imposed on its Contractor's Subcontractor as well as on the Subcontractor's subcontractors.

The Contractor shall defend and hold harmless the Company from and against any and all Losses it may suffer as a result of any possible present or future claims a Contractor's Subcontractor may have against the Company pursuant to Article 1798 of the Belgian Civil Code.

Subcontracting shall in no way discharge the Contractor from its contractual obligations. In addition, the Contractor shall ensure that any of the rights the Company may have under the Agreement vis-à-vis the Contractor, it shall also have vis-à-vis any and all of the Contractor's Subcontractors.

6 Partnerships

The Contractor shall not enter into a partnership with a third party to perform the Agreement without the Company's prior written consent.

If the Contractor is a joint venture, consortium, temporary partnership (*société simple/maatschap*) as defined in article 4:1 of the Belgian Companies Code or any other unincorporated grouping of two or more partners, its partners shall be jointly and severally liable towards the Company for any and all obligations resulting from the Agreement, unless specifically agreed otherwise in the Agreement. The Contractor shall procure that its partners shall designate one of them to represent the partnership with full rights and powers and shall ensure that the performance of the Agreement is coordinated optimally. Such designation shall be subject to the Company's prior written consent.

7 Assignment

7.1 By the Contractor

The Contractor may not assign all or part of its rights and obligations resulting from the Agreement to a third party without the Company's prior written consent.

7.2 By the Company

The Company may assign all or part of its rights and obligations resulting from the Agreement to a Luminus Affiliate and shall inform the Contractor of said assignment as soon as possible thereafter.

8 Invoicing and Payment

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8.1 Contract Price

The Contract Price shall include all costs, taxes and expenses from any origin whatsoever, but shall exclude value-added tax (VAT).

The Contract or Purchase Order shall specify whether the Contract Price may be revised as well as the remuneration mode to be used, failing which no revision of the Contract Price of any kind whatsoever shall be applicable. The Parties agree that the applicability of the article 5.74 of the Belgian Civil Code is explicitly excluded from this Agreement.

The Contractor acknowledges in this respect to have obtained all necessary information as to risks, costs, contingencies and other circumstances which may influence or affect the proper provision of the Goods, Works and/or Services on time, including (but not limited to):

- any possible natural phenomena;
- normal use of public premises or use of public services;
- the presence of existing structures, machinery, ducts, piping and cables of all kinds at the Site;
- if applicable, the presence at Site of construction sites necessary for the relocation or modification of the aforementioned installations;
- the simultaneous execution of other works at the Site;
- the presence of other contractors at the Site; and
- the simultaneous operation of installations or structures at the Site.

8.2 Invoicing Procedure

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.

In accordance with Article 53, §2bis of the Belgian VAT Code and the Royal Decree of 14 July 2025 and European Norm EN 16931, Contractors whose invoices are subject to Belgian VAT shall issue and transmit all invoices to Luminus exclusively through the Peppol network, using a structured electronic format compliant with EN 16931. Paper or PDF invoices shall not be accepted.

Any other Contractor will submit its invoices via the Luminus Supplier Portal.

The Contractor shall submit the amounts to be invoiced for the performance of its obligations under the Agreement, as well as, if applicable, time reports, a description of the performed tasks and other documentation, to Luminus, via the Luminus Supplier Portal or any other e-tool communicated by Luminus, for approval prior to actual invoicing. After approval by Luminus via the Luminus Supplier Portal, the Contractor will send the invoice as set out above.

All invoices issued by the Contractor under this Agreement shall include:

- the full references of the Contract and/or Purchase Order to which such invoice relates (title of the Agreement, description of the subject, complete reference number);
- for Goods, Works and/or Services: the time sheets approved by the Company or its representatives;
- the invoice amount, which shall be in accordance with the Contract Price and/or the Payment Schedule (as applicable);
- the indication of the due term and the Milestones as provided for in the Contract and/or Purchase Order;
- in the case of partial or complete delivery, the detail of the Goods, Works and/or Services for which payment is requested; and
- the supporting documents (progress statements, work orders, delivery notes, etc).



In addition, invoices shall meet all the requirements regarding VAT, failing which they will also be considered not sent.

Invoices that do not include all information or references mentioned above and/or do not comply with the Company's invoicing instructions (including the applicable invoicing channel as set out above) shall automatically be considered null and void. In such case, the Contractor shall issue a credit note to the Company's account upon the latter's first request.

Invoices shall strictly respect the structure of the Contract and/or Purchase Order to which they relate (e.g. if a Purchase Order includes 2 items lines, the invoice will be issued accordingly).

Invoices containing amounts exceeding those agreed in the Contract and/or Purchase Order shall automatically be considered erroneous and accordingly null and void, without the Company being required to take further action to that effect.

Any invoices sent by the Contractor to the Company pursuant to the Agreement shall be addressed to the billing address set forth in the Contract and/or Purchase Order.

8.3 Payment Schedule

Unless specifically agreed otherwise, the Agreement shall include the Payment Schedule agreed between the Parties. The payment due-dates set forth in such Payment Schedule shall correspond to the Milestones set forth in the Project Schedule. The Parties agree in this respect that no payment shall be due under a Payment Schedule if the corresponding Milestone has not been attained.

The Payment Schedule shall be approved by the Company simultaneously with the Project Schedule. As long as either the Payment Schedule or the Project Schedule has not been approved, no payment may be requested from the Company pursuant to the Agreement.

In case the Agreement does not include a Payment Schedule, the Contractor shall, within the time-limit specified in the Contract and/or Purchase Order, or if none has been specified therein, at the latest 30 (thirty) Days from the Effective Date, propose a Payment Schedule to the Company, which shall not unreasonably withhold its approval thereof. If, however, the Parties fail to reach agreement on the Payment Schedule, the Company shall have the right to terminate the Agreement with immediate effect, without court intervention or any legal formality being required, and without prejudice to the Company's right to claim damages in accordance with Article 27 of these General Terms and Conditions.

In case a detailed Project Schedule is proposed by the Contractor after the Effective Date of the Agreement, in accordance with Article 11.1 of these General Terms and Conditions, and if as a result thereof the Payment Schedule set forth in the Agreement no longer corresponds to such proposed Project Schedule, the Contractor shall, simultaneously with its proposal for a Project Schedule, suggest an amended Payment Schedule to the Company, which shall not unreasonably withhold its approval thereof. If, however, the Parties fail to reach agreement on such amended Payment Schedule, the Company shall have the right to terminate the Agreement with immediate effect, without court intervention or any legal formality being required, and without prejudice to the Company's right to claim damages in accordance with Article 27 of these General Terms and Conditions.

8.4 Payment Terms

Uncontested invoices relating to amounts that have become due are payable 60 (sixty) calendar days from the date of the invoice.

The Company may suspend payment of invoices until the Contractor has fulfilled all contractual obligations or, in case of a Payment Schedule, has achieved the respective Milestone to which the invoiced amount is related. No invoice shall become due so long as one or more earlier invoices remain disputed as a result of a defect or other failure by the Contractor.

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Payments shall be made exclusively via bank transfer into the account specified by the Contractor on his invoice.

8.5 Late Payment

The Contractor may verify the payment status of its invoices via the Luminus Supplier Portal. Should the Company be late with the payment of an uncontested invoice, and the Contractor has sent a notice to that effect, either by registered mail or via the Luminus Supplier Portal, to the Company, which, however, remained without effect for 30 (thirty) days from receipt by the Company thereof, the Contractor shall be entitled to the payment of default interest applied to the outstanding amount, calculated from the date such interest became contractually due.

The late payment interest rate shall be equal to the one-month Euro Interbank Offered Rate (EURIBOR) as published on the last trading day of the month prior to the date the respective invoice was issued.

8.6 Interdependence

If at any time the Company has overdue receivables under the Agreement or any other contract between the Parties, it shall have the right to set off these receivables against sums billed by the Contractor under the terms of the Agreement.

9 Guarantees and Audit Rights

9.1 Bank Guarantee

Should the Company, at any given moment during the term of the Agreement, deem it necessary, it may request that a reputable bank, having at least an A+/A1-rating according to Standard and Poor's/ Moody's latest applicable surveys, guarantees the Contractor's obligations under the Agreement by providing the Company with a Bank Guarantee.

9.2 Parent Company Guarantee

Should the Company, at any given moment during the term of the Agreement, deem it necessary, it may request the Contractor to provide the Company with a Parent Company Guarantee to guarantee the Contractor's obligations under the Agreement.

9.3 Right to Audit

Subject to ten (10) Days prior notice and during normal business hours, the Company and/or its external advisors (who may not be direct competitors of the Contractor, unless the Parties agree otherwise) have the right to conduct an audit, with a maximum of one (1) per calendar year (except where an audit is required by the Company regulatory supervisory bodies and/or in case of suspected fraud), in order to (a) verify the accuracy and correctness of all Fees and invoices relating to this Agreement, (b) examine the Contractor's performance of the Services and compliance with its obligations under this Agreement; and/or (c) carry out any other audit activity related to the Agreement to the extent required pursuant to any applicable Laws. Any direct costs related to the inspection and audits shall be borne by the Company, unless the audit reveals a breach of its obligations by the Contractor.

10 Provision of Goods, Works and/or Services

10.1 Contractor's General Obligations

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The Contractor shall supply any and all Goods, Works and/or Services in strict accordance with the Agreement.

Any and all Goods to be supplied under the Agreement, including Goods that are necessary for the performance of the Works and/or Services subject of the Agreement, shall be new, of first quality and free of any defect.

Furthermore, the provision of Goods, Works and/or Services under the Agreement shall include all the work, substances, materials, plant, equipment, systems and accessories as are needed to fully meet their purpose and destination and for their safe and proper operation, even if not expressly mentioned in the Agreement, with the specifications in this regard are accepted as a non-exhaustive indication.

If the provision of Goods, Works and/or Services under the Agreement implies construction, erection, installation, repair or replacement work by the Contractor, this shall be read as including the supply of all the goods, materials, plant equipment and accessories, the construction of temporary structures and any other work and services that may be necessary in that respect to complete such Works and/or Services.

10.2 Compliance with Laws

The Contractor shall, in executing his obligations pursuant to the Agreement, strictly comply with any and all laws, (Royal, Ministerial or regional) decrees, ordinances, local government laws, municipal codes, regulations, directives, statutes or other binding rules of any kind that are or become applicable to the provision of the Goods, Works and/or Services in the country in which the Site is situated.

10.3 Administrative Authorizations

Unless explicitly agreed otherwise in the Contract and/or Purchase Order, the Contractor is responsible for obtaining all permits, licences or approvals required for the supply of the Goods, Works and/or Services pursuant to any and all of the applicable laws, (Royal, Ministerial or regional) decrees, ordinances, local government laws, municipal codes, regulations, directives, statutes or other binding rules of any kind. This applies both to permits, licences or approvals known to be required for the provision of the Goods, Works and/or Services at the time of signature of the Agreement, as to any future permits, licences or approvals that may become applicable for the provision of the Goods, Works and/or Services after signature of the Agreement. It is expressly agreed that any and all costs and expenses for obtaining such permits, licences or approvals are included in the Contract Price.

10.4 Relief Event

The Contractor shall notify the Company in writing without delay (and in any case no later than within ten (10) Business Days after it has become aware or should reasonably have been aware) if Luminus fails to, or threatens to fail to, comply with any of its obligations under the Agreement. This notification shall be addressed according to the specific rules on governance or to the contact person, as mentioned in the Agreement. Unless the Contractor has duly notified the Company of non-compliance as stated above, and has used all reasonably efforts to perform its obligations (and/or mitigate the impact of the Company's failure), the Contractor cannot invoke such non-compliance by the Company in order to justify non-compliance with any of its own obligations.

11 Project Schedule

11.1 Project Schedule

The Agreement shall specify the Project Schedule agreed between the Parties.

If no Project Schedule is available at the time of signature of the Agreement, or if the Project Schedule is not sufficiently detailed, the Contractor shall within 30 (thirty) Days from the Effective Date propose a

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(updated) Project Schedule to the Company, which shall not unreasonably withhold its approval thereof. If such proposed Project Schedule does not correspond to previously made agreements between the Parties or if the Parties fail to reach agreement on the Project Schedule for any other reason, the Company shall have the right to terminate the Agreement with immediate effect, without court intervention or any legal formality being required, and without prejudice to the Company's right to claim damages in accordance with Article 27 of these General Terms and Conditions.

The Project Schedule shall set forth all Milestones in the performance of the Agreement by the Contractor, including as a minimum the following Milestones:

- the date for provision by the Contractor of all drawings, designs, plans, study and/or engineering documents, procedures and reports for the provision, construction, installation, assembly, erection, commissioning, performance-, acceptance- and/or any other tests of the Goods, Works and/or Services on Site;
- the date of arrival on Site of the Contractor with its equipment;
- the deadlines for delivery on Site, in accordance with Article 14 of the present General Terms and Conditions, of the principal components of the Goods, Works and/or Services;
- the deadline for commencement of Commissioning; and
- the deadline for the Contractor to fulfil all conditions for Provisional Acceptance of the Goods, Works and/or Services, as set forth in Article 19 of these General Terms and Conditions.

The Project Schedule shall furthermore set forth the manner in which the Contractor shall achieve these Milestones, including the categories of personnel, their quantities as well as the number of working days per category of personnel the Contractor foresees during each stage of the Project Schedule.

When the deadline or time-limit is expressed in days, it expires at the end of the last Day of the allocated period. When the deadline or time-limit is expressed in weeks, it is counted from Day to Day. When it is expressed in months, the period is counted from Day of Month to Day of Month. If the respective Day of Month does not exist in the Month in which the deadline or time-limit expires, the latter shall expire at the end of the last Day of that Month.

If the last day of a time-limit is a public holiday in the country where the Site is located or if the specified date of a deadline is on a Belgian public holiday, the deadline or time-limit is extended to the end of the first working day that follows.

11.2 Changes to the Project Schedule

Extension of any of the deadlines for achievement of the Milestones contained in the Project Schedule shall not be permitted except upon the occurrence of a Force Majeure event within the meaning of Article 24 of the present General Terms and Conditions or in case such extension would result from a prior written agreement with the Company.

The Contractor is not entitled to any extension of any of the deadlines for achievement of the Milestones if the delay is caused by the denial of access to the Site to a Subcontractor's or sub-subcontractor's employee, in accordance with Article 15.3 of the present General Terms and Conditions.

The expiry of a contractual deadline shall itself be deemed sufficient notice to the Contractor that it is outstanding, and a Contractor shall not be permitted to claim the absence of an explicit written notice to that effect as grounds for not respecting the deadlines set forth in the Project Schedule or elsewhere in the Agreement.

In any case of expiry of a contractual deadline, the Liquidated Damages for delay relating thereto, as specified in the Contract and/or Purchase Order or, failing such specification, in Article 18.1 of the present General Terms and Conditions, shall automatically become due.

12 Technical Documentation

12.1 Submission of Technical Documentation

The Contractor shall, at the times indicated in the Contract and/or Purchase Order and/or in the Technical Specifications, or, failing such specification, at regular intervals and at least as soon as these are available, submit to the Company all shop drawings, PFDs, PIDs, drawings of the mechanical parts and of the electrical power, control and instrumentation circuits, all documentation needed for the proper and safe operation and maintenance of the Goods, Works and/or Services, as well as the technical specifications needed for the procurement of spare parts on the market for such Goods, Works and/or Services. The Agreement may specify additional Technical Documentation to be submitted by the Contractor to the Company.

The Contractor will not be allowed to commence Commissioning on the Goods, Works and/or Services before at least a provisional version of all such Technical Documentation is provided to the Company. Provisional Acceptance of the Goods, Works and/or Services shall in no event occur before a final version of all such Technical Documentation, approved by the Company, is made available to the Company.

12.2 Review of Technical Documentation by the Company

The Company shall have the right to make observations with regard to any Technical Documentation submitted to it, within thirty (30) Days following such submission.

If the Company does not provide observations within such period, the Technical Documentation shall be deemed admissible for the purposes of filing the request set forth in Article 19.2 of these General Terms and Conditions.

If the Company provides observations to the Contractor within the aforementioned term for such submission, the latter shall give due consideration to such observations and shall provide its findings and resolutions with regard to such observations within a further twenty (20) Days following receipt thereof. Should the Contractor fail to provide its findings or solutions in reply to the Company's observations within such period, the Company's observations and the adjustments that would necessarily result therefrom shall be deemed accepted by the Contractor and shall be integrated in full in the final Technical Documentation and/or implemented on the Goods, Works and/or Services.

Any changes to the Technical Documentation after the Company has made its observations thereto or after the Technical Documentation was deemed admissible, shall require the Contractor to restart the above procedure all over.

The provision of observations to the Technical Documentation by the Company shall not discharge the Contractor in any way from any of its responsibilities, obligations or liabilities pursuant to the Agreement, nor shall forbearance by the Company from exercising its right to provide such observations be construed as a waiver by the Company. Such provision of observations by the Company shall in no event be construed as a change order or request or as a modification of the terms of the Agreement, and shall consequently have no impact on the Contract Price.

12.3 Errors in Technical Documentation

The Contractor shall be liable for any Losses (i) incurred in correcting any discrepancies, errors or omissions in the Technical Documentation prepared by it or on its behalf, whether or not any such Technical Documentation has been commented upon by the Company, (ii) incurred in correcting any work carried out by the Contractor, his Subcontractors, the Company or any other contractors appointed



by the Company in reliance upon such Technical Documentation and/or (iii) otherwise resulting from a delay in the submission of such Technical Documentation by the Contractor.

12.4 As-Built Documents

Once the Goods, Works and/or Services have been erected and constructed on Site, all Technical Documentation will promptly, and in any case prior to Provisional Acceptance of the Goods, Works and/or Services, be transmitted to the Company in an "as-built" status, showing the exact as-built locations, sizes and details of the work as executed.

13 Shop Manufacture

13.1 Inspection

Where the Agreement concerns the design, manufacture, assembly and/or storage of any Goods or the performance of any Works and/or Services at the Contractor's or any of his Subcontractors' workshops, offices, warehouses and sites, the Company (and/or its representatives, such as, *inter alia*, its subcontractors or consultants) shall have full access rights during normal working hours to such facilities for the supervision and inspection of said labour, and shall furthermore be given all necessary information to the performance of that task. Additionally, the Contractor shall provide sufficient and convenient facilities for such supervision and inspection. Such supervision and/or inspection by the Company (and/or its representatives, such as, *inter alia*, its subcontractors or consultants) shall in no way affect or limit the Contractor's or any of his Subcontractors' responsibility for the timely and due provision of the Goods, Works and/or Services, in strict accordance with the Agreement.

13.2 Factory Acceptance Tests

If the Contractor is, according to the Contract and/or Purchase Order, to perform tests on any of the Goods, Works and/or Services at his facilities, the provisions of Article 15.5 of these General Terms and Conditions shall apply *mutatis mutandis* to such tests (i.e. as if these tests were conducted on Site).

However, in case of tests at the Contractor's facilities, the Contractor shall give the Company at least 30 (thirty) Days' prior notice of its intent to conduct such tests, so as to allow the latter ample time to organise itself (and/or its representatives, such as, *inter alia*, its subcontractors or consultants) to attend the proposed tests. The attendance of any such tests by the Company and/or any of its representatives shall in no way affect or limit the Contractor's responsibilities or liability under the Agreement.

14 Delivery

14.1 General Specifications

Unless explicitly agreed otherwise, delivery of the Goods, Works and/or Services shall be Delivered Duty Paid (DDP), unloaded on Site, in accordance with Incoterm provisions (latest applicable edition).

The Contractor shall give the Company not less than 20 (twenty) Days' notice of such delivery on Site.

14.2 Transport

In accordance with Article 14.1 of these General Terms and Conditions, the Contractor shall be responsible for the transportation of the Goods, Works and/or Services, including, but not limited to their packing, loading, actual transporting, receiving, unloading, storing and protecting, if and where applicable.

The Contractor shall indemnify and hold the Company harmless against and from any and all Losses resulting from said transport, and shall negotiate and pay all claims in relation to such transport.



15 Work at the Site

15.1 General

The Contractor shall provide all the necessary equipment, tools and personnel on Site for the timely and proper execution of the Agreement.

Provision of the Goods, Works and/or Services by the Contractor on Site includes the unloading and checking of the supplies upon delivery, the storage and protection after delivery and, if applicable, the transportation from the place of storage to the place for building and/or erection, assembly, adjustment, finishing and setting up.

From the moment of delivery of any supplies, materials or equipment on Site up to the moment of Provisional Acceptance of the Goods, Works and/or Services, the Contractor shall be responsible for the overall surveillance of the Site, as well as of any other places used for storage or assembly of any supplies, materials, equipment or parts of the Goods, Works and/or Services.

15.2 Contractor's Representative

The Contractor shall propose a Contractor's Representative, whose nomination must receive the Company's prior written consent, which shall, however, not be unreasonably withheld. The Contractor's Representative's qualifications and experience must be compatible with the type and importance of the Goods, Works and/or Services to be provided under the Agreement. He/she must have a very good knowledge of the Site Language. The Contractor's Representative shall be appointed prior to the start of any works on Site and shall remain in duty throughout the complete duration of the works on Site. The Company reserves the right to demand replacement of the Contractor's Representative at any time. The appointment of a new Contractor's Representative shall be subject to the Company's prior written approval, based upon his/her qualifications and experience. Approval of the Contractor's Representative by the Company shall in no way affect or limit the Contractor's responsibilities or liability under the Agreement.

The Contractor's Representative shall be the point of contact for the Company on Site in case of instructions pertaining to the works on Site. To that end, he/she shall be attributed full authority over the Contractor's personnel and any Subcontractors, and he/she shall be vested with all necessary powers to represent and legally bind the Contractor. Any notices given to the Contractor's Representative shall be deemed given to the Contractor.

15.3 Personnel on Site

15.3.1 No employer authority on Staff - In no case shall Luminus exercise, or be deemed to exercise, a partial or complete employer's authority on members of the Staff. The members of the Staff shall not receive instructions from Luminus (other than general guidelines relating to well-being at the work place and safety) concerning the actual execution of the Agreement. Notwithstanding the above, in accordance with article 31 of the Belgian Law of 24 July 1987 on temporary and interim work and the provision of employees to third-party users, Luminus shall be entitled to give instructions to the Contractor's employees solely in connection with the execution of the Agreement with regards to technical, operational and practical aspects (including "well-being at work place / safety" aspects) of the performance of the Works and/or Services, which (i) include planning and scheduling the Works and/or Services, opening and closing times of Luminus site/workplace, access to Luminus locations, premises and/or facilities, access to Luminus IT infrastructure and related IT security processes, and (ii) can be listed further in writing without a need for an amendment of the Agreement. Luminus may in this respect request Supplier to use specific reporting tools (e.g. for time registration). The Parties acknowledge that giving such instructions will not be considered exercising any employer's authority by any means. In case a Contractor or a member of its Staff is providing the Works and/or Services on a self-employed basis, they shall not receive any instructions from Luminus (other than general guidelines relating to



well-being at the work place and safety) in relation to the provision of the Works and/or Services, nor will Luminus perform any complete or partial employer's authority.

15.3.2 Contractor's representation - The Contractor warrants that no member of the Staff shall, under any circumstance or at any time, be presented or considered as an employee of Luminus. As a consequence, no member of the Staff or any Contractor will be able to initiate a claim against Luminus based on any alleged employer's authority.

15.3.3 Labour legislation, Social security, tax - The Contractor shall be solely responsible for the payment of social security contributions and taxes related to itself or the members of the Staff. The Contractor shall comply with every current and future obligation regarding its activities in Belgium. Particularly, in order to guarantee the implementation of the Agreement, the Contractor shall be responsible for its affiliation to ONSS in Belgium and shall comply with every corresponding obligation with regard to its Staff in Belgium.

The Contractor moreover commits to, both with respect to the performance of this Agreement and to its activities in general, to comply with any and all mandatory legislation that applies to the Contractor and its activities, including (without limitation) the Belgian Law of 5 March 2002 on the secondment (detachering / détachement) of workers, the payment of a minimum wage to the Staff, legislation with respect to the employment and/or accommodation of foreign employees, DIMONA, DmFA, etc.

The Contractor shall provide proof of compliance with its obligations under this clause 15.3 at Luminus' simple request. Moreover, the Contractor shall immediately notify Luminus of any non-compliance, whether voluntary or not, with its obligations under this clause 15.3.

15.3.4 Payment of Staff – Luminus expressly draws the Contractor's attention to the fact that information regarding the wage due is contained on the following website of the "FOD WASO": <https://www.minimumlonen.be> / <https://salairesminimums.be/> and on the website of the "FOD WASO" itself: www.werk.belgie.be. The Contractor confirms that it pays and will pay the salary due to its employees. In particular, in the event of receipt of a notice of inspection pursuant to Articles 35/1, 35/2 and 35/3 of the Belgian Law of 12 April 1965 on the protection of employees' wages, finding that Contractor is in serious breach of its obligation to pay to its employees in a timely manner the wages to which they are entitled, Luminus reserves the right to terminate this Agreement immediately and without warning.

15.3.5 Employment of foreign Staff – Contractor commits not to employ Staff under this Agreement who are not in the possession of the required (valid) residence and/or work permit to legally reside/work in Belgium. Moreover, the Contractor guarantees that it will comply with its legal obligations relating to the assignment in Belgium of foreign staff members (the "Limosa" declaration) and that it does not and will not employ foreign workers who reside illegally in its country or in any other country as stipulated in article 3 of the Belgian Law of 11 February 2013. Luminus is entitled to deny access to its premises (or other workplaces) to Staff who do not meet or who cannot demonstrate to meet all of the above conditions. In such cases, the Contractor will not be entitled to any damages or compensation.

15.3.6 Health and safety – The Contractor agrees to strictly comply with all health and safety related obligations referred to under article 29.3 hereof, failing which Luminus can take all necessary actions in this respect at Supplier's expense, including terminating this Agreement with immediate effect.

In the event of a work accident involving Supplier Staff, the Supplier shall immediately (i.e. the same day) inform Luminus to allow the latter (i) to investigate the accident and (ii) to timely send a detailed report to the competent authorities and to all concerned parties. The Supplier shall provide all necessary cooperation to Luminus, the competent authorities and the concerned parties in this respect and shall bear all related costs.

15.3.7 Luminus' internal rules and policies - The Contractor guarantees that the Staff will comply with Luminus' internal rules and policies, which are required to be respected for the good performance of the

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Works and/or Services, particularly as far as safety and well-being at work are concerned. The Contractor states and acknowledges that it has received every relevant document on this subject from Luminus.

15.3.8 Termination and Indemnification – In case of material breach by the Contractor of its obligations under this clause 15.3, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement without paying any indemnity to the Contractor for such termination. Moreover, the Contractor shall indemnify, defend and hold Luminus harmless from and against any and all third party claims, liabilities, losses, and expenses associated with any infringement of this clause 15.3 by itself and/or its subcontractor and/or any member of their Staff. The Contractor shall be fully responsible for the management of, and the acts and omissions of, all Staff in the provision of the Works and/or Services and shall indemnify Luminus in relation to any liabilities it incurs in relation to any such acts or omissions.

15.3.9 Quality and replacement - The Contractor undertakes that it will only use technically competent and properly trained and qualified persons as Contractor Staff in the provision and performance of the Works and/or Services. The Contractor will render its Works and/or Services in continued and structured consultation with Luminus. Luminus and the Contractor will each appoint a contact person as authorized representative regarding the proper performance of the Works and/or Services.

In the event that the performance of the Works and/or Services by a Contractor Staff member is found to be unacceptable by Luminus, the authorized representative of Luminus will inform the authorized representative of Contractor in writing thereof. If so requested by Luminus, the Contractor will provide a replacement within five (5) Days of said notice.

The Contractor agrees to ensure a continuous assignment of Staff to perform Works and/or Services hereunder. Should a member of the Contractor's Staff assigned to performance of the Works and/or Services leave the Contractor temporarily or permanently, the Contractor agrees to inform Luminus of such leaving and to replace such member promptly. Any resulting reassignment by the Contractor of its Staff assigned to perform Works and/or Services under the Agreement must be with one month's prior notice to and/or prior consultation with Luminus and the replacement Staff shall have substantially equivalent or better qualifications than the member of the Staff being replaced. Furthermore, the Contractor agrees to ensure a seamless transfer of knowledge between the person(s) newly assigned and the person(s) who have left. Luminus will not be charged for any replacement or costs related thereto –even if such a replacement has taken place in accordance with the above paragraphs – while the replacement acquires the necessary orientation and the Contractor shall indemnify Luminus against all liabilities that may arise as a result of such replacement. Contractor will bear all costs, expenses and charges in relation to the aforementioned replacement.

15.3.10 Subcontractors – Contractor's obligations of this clause 15.3 shall apply mutatis mutandis to any subcontractors involved by the Contractor in the performance of its obligations under this Agreement.

15.4 Site Communications

The main language for communications on Site (in specific with the Company and other contractors present at the Site) and communications with the competent authorities shall be the Site Language.

The Contractor's Representative as well as a reasonable proportion of the Contractor's superintending staff shall therefore have a good working knowledge of the Site Language, such that any safety instructions and Site regulations can at all times be properly explained by them to the remainder of the Contractor's personnel.

In general, the Contractor shall be organised in such a way that any lack of knowledge of the Site Language by the Contractor's personnel does not hamper the performance of its obligations and does not impact safety on the Site.



15.5 Site Tests

15.5.1 Procedure

Where the Agreement provides for intermediary tests of (parts of) the Goods, Works and/or Services by the Contractor on Site, such tests shall be conducted at the risk and expense of the Contractor. The Contractor shall give the Company at least 15 (fifteen) Days' prior notice of his intent to conduct such tests, so as to allow the Company (and/or any of its representatives, such as, *inter alia*, its subcontractors or consultants) to attend such tests, and shall propose a date and time for that purpose in such notification.

In case the Company (and/or any of its representatives, such as, *inter alia*, its subcontractors or consultants) would be unable to attend the tests at the date and time proposed by the Contractor, it shall so notify the Contractor within 5 (five) Days following receipt of the Contractor's first notice, failure of which shall be deemed approval by the Company of such date and time for performance of the proposed tests, whether or not in the presence of the Company (and/or its representatives, such as, *inter alia*, its subcontractors or consultants). If the Company notifies the Contractor of its inability to attend the tests at the date and time first proposed by the Contractor, it shall, in such notification, propose one or more alternative dates for carrying out said tests, all of which must fall within a 5 (five) Day period following the date initially proposed by the Contractor. Within a further 5 (five) Days from receipt of the Company's counterproposal, the Contractor shall either confirm to execute the tests on (either of) the date(s) and time(s) proposed by the Company or propose a further and last set of at least 3 (three) alternative dates, the earliest of which shall be at least 15 (fifteen) Days remote from the date at which such notice is given to the Company. In case the Company (and/or its representatives, such as, *inter alia*, its subcontractors or consultants) are unable to attend the tests at any of those dates and times, the Contractor shall be allowed to proceed with said tests in the absence of the Company (and/or its representatives, such as, *inter alia*, its subcontractors or consultants).

In any case, the Contractor shall provide the Company with a written report setting forth the results of such tests, within the shortest possible time, and at the latest 5 (five) Days after performance of the tests. Within a further 15 (fifteen) Days after receipt of the test report, the Company shall have the option to:

- require the Contractor to re-perform (part of) the tests in the presence of the Company (and, if applicable, any of its representatives, such as, *inter alia*, its subcontractors or consultants), at the Contractor's sole risk and expense, within the shortest possible time, but in any case at the latest 5 (five) Days after the Company's notice of such demand; and/or
- refuse or reject any of the Goods, Works and/or Services; and/or
- require the Contractor to conduct additional tests, in accordance with Article 15.5.2 of these General Terms and Conditions.

Where the Company refrains from exercising any of the abovementioned options within the specified time limit, the Contractor shall be allowed to continue any further anticipated tests or Site works. Under no circumstances, however, shall forbearance by the Company from exercising any of the abovementioned options discharge the Contractor in any way from any of his responsibilities, obligations or liabilities under the Agreement, nor shall such forbearance be construed as acceptance by the Company of the Goods, Works and/or Services that were the subject of such tests.

15.5.2 Additional Tests

Even when the Goods, Works and/or Services are presumed by the Contractor to have successfully passed any of the Site tests, the Company shall retain the right to require the performance of additional tests of the Goods, Works and/or Services. In such case, these additional tests shall be performed by the Contractor in the presence of the Company (and, if applicable, its representatives, such as, *inter alia*, its subcontractors or consultants) within the shortest possible time, but in any case at the latest 10 (ten) Days after the Company's notice of such requirement. Where such additional tests show that the



Goods, Works and/or Services are in accordance with the specifications of the Agreement, the costs for such additional tests shall be borne by the Company and the delay caused by such additional tests shall be attributable to the Company. However, where such additional tests demonstrate deficiencies in said Goods, Works and/or Services, the Contractor shall bear any expenses or costs relating to these additional tests and shall assume full responsibility for any delay resulting from their performance.

15.6 Suspension of Work

The Company reserves the right to suspend the provision of the Goods, Works and/or Services partially or completely and in the way it deems necessary at any time, by simple notice to the Contractor. For the duration of the suspension, the Contractor shall be responsible for the maintaining and/or storage of the Goods, Works and/or Services.

Losses arising as a result of such suspension shall be borne by the Contractor if the suspension is required for safety reasons or shortcomings attributable to the Contractor, as well as in case of Force Majeure.

However, to the exception of costs relating to the maintaining and/or storage of the Goods, Works and/or Services during the period of suspension, all expenses incurred by the Contractor as a result of a suspension of the works that is attributable to the Company shall be reimbursed by the latter upon the Contractor's first written request, adjoined by documented proof of such costs.

16 Operation and Maintenance

16.1 Training

The Contractor shall carry out the training of the Company's personnel in the operation and maintenance of the Goods, Works and/or Services to the extent specified in the Contract and/or Purchase Order and/or in the Company's Technical Specifications. If such provisions require certain training to be provided prior to Provisional Acceptance, no such Provisional Acceptance of the Goods, Works and/or Services shall occur before such training is effectively provided.

16.2 Operation and Maintenance Manuals

Prior to commencement of any Commissioning tests, the Contractor shall supply to the Company the provisional operation and maintenance manuals, drawn up in the Site Language and in sufficient detail for the Company to operate, maintain, dismantle, reassemble, adjust and repair the Goods, Works and/or Services. Provisional Acceptance of the Goods, Works and/or Services shall in no event occur before such operation and maintenance manuals are provided to the Company in strict accordance with the provisions of Article 12 of these General Terms and Conditions.

17 Commissioning

17.1 Commissioning

Unless specified otherwise in the Contract and/or Purchase Order, the Contractor shall, as a minimum, carry out the tests set forth in this Article on the Goods, Works and/or Services during Commissioning, as set out in this article 17.

Commissioning shall as a minimum comprise:

- pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests, to demonstrate that every part of the Goods, Works and/or Services can safely commence the commissioning tests;

- commissioning tests, which shall include the operational tests, specified in the Contract and/or Purchase Order, to demonstrate that the Goods, Works and/or Services can be operated safely and as specified, under all available operating conditions;
- trial operation, which shall demonstrate that the Goods, Works and/or Services operate reliably and in strict accordance with the Agreement; and
- performance tests, which shall demonstrate that the Goods, Works and/or Services conform with the criteria specified in the Agreement and, as the case may be, with the Performance Guarantees.

The Contractor will give the Company not less than 20 (twenty) Days written notice of the date on which it will be ready to commence Commissioning of the Goods, Works and/or Services. The tests to be carried out during Commissioning shall be initiated within 10 (ten) Days of that date, on the day to be specified by the Company, unless agreed otherwise between the Parties.

The Contractor shall furthermore give the Company written notice of its intent, including a proposed date, to commence trial operation and the performance tests, so as to allow the latter (and/or any of its representatives, such as, *inter alia*, its subcontractors or consultants) to be present during those tests. Should the Company (and/or any of its representatives, such as, *inter alia*, its subcontractors or consultants) be unable to attend the tests at the proposed date, it shall, without by doing so providing a reason for the Contractor to review the Project Schedule, have the right to propose a new date, which shall not exceed 5 (five) Days from the date initially proposed by the Contractor. The Contractor shall subsequently perform the respective tests on the date proposed by the Company.

In any case, the Contractor shall provide the Company with a written report containing the results of such tests, within the shortest possible time, and at latest 5 (five) Days after conducting the tests.

Any product produced by the Goods, Works and/or Services during trial operation shall become the Company's property upon production.

17.2 Retesting

Should any of the Goods, Works and/or Services fail to successfully pass any of the tests during Commissioning, as set forth in Article 17.1 of the present General Terms and Conditions, the Company may require the failed tests to be re-performed once under the same conditions and without any additional costs to the Company. In case any of the Goods, Works and/or Services would fail to successfully pass these subsequent tests, Article 17.3 of the General Terms and Conditions shall apply.

Prior to retesting, the Contractor shall be allowed to perform additional labour on the Goods, Works and/or Services and shall be obliged to do so if it is reasonably clear that such additional labour is necessary or useful for the retesting to be successful. Any costs or delays resulting thereof, shall be the Contractor's sole responsibility. Notwithstanding the foregoing, the Contractor shall perform the required retesting promptly, and in any case as soon as reasonably possible.

17.3 Failure to Pass Tests

Should any of the Goods, Works and/or Services fail to successfully pass any of the tests during Commissioning and even after retesting of the Goods, Works and/or Services, as provided for in Article 17.2 of these General Terms and Conditions, the Company shall be entitled to:

- require further retesting of the Goods, Works and/or Services, in accordance with Article 17.2 of these General Terms and Conditions, without prejudice to the Company's right to reject (any part of) the Goods, Works and/or Services if these fail to pass these consecutive tests;
- reject any of the Goods, Works and/or Services, without prejudice to any other rights the Company may have, such as, *inter alia*, its right to terminate the Agreement pursuant to Article **Error! Reference source not found.** of these General Terms and Conditions and its right to claim damages; or



- proceed to Provisional Acceptance of the Goods, Works and/or Services, without prejudice to any other right the Company may have, such as, if applicable, its right to claim Liquidated Damages further to Article 18.2 of these General Terms and Conditions.

18 Liquidated Damages

18.1 For Milestone achievement delays

In case of expiry of any Milestone deadlines set forth in the Project Schedule, the Contract and/or Purchase Order, the Contractor shall pay the Company Liquidated Damages for delay. Unless stated otherwise in the Contract and/or Purchase Order, the Liquidated Damages for delay shall be calculated as follows:

- during the first week of delay: 0,25% of the Contract Price per commenced day of delay;
- during the second week of delay: 0,5% of the Contract Price per commenced day of delay; and
- from the third week of delay onwards: 0,75% of the Contract Price per commenced day of delay.

Unless specified otherwise in the Contract and/or Purchase Order, the total amount of Liquidated Damages for exceeding a specific deadline for the achievement of a Milestone contained in the Project Schedule shall not exceed 15% of the Contract Price.

The various Liquidated Damages for delay, as described above, are cumulative and do not discharge the Contractor in any way from his contractual obligations.

Without prejudice to any other rights or recourse it may have, the Company shall have full rights to deduct any Liquidated Damages that have become due without notice from any amounts that are or become payable to the Contractor.

18.2 For Failure to Achieve Performance Guarantees

If the Contractor has agreed to provide the Goods, Works and/or Services to Luminus in accordance with certain performance guarantees (the "Performance Guarantees") as set forth in the Contract and/or Purchase Order (regardless how such guarantees are labelled and including, for the avoidance of doubt, service levels, key performance indicators, benchmarks, metrics, etc.), the present clause 18.2 shall apply, unless the Parties have agreed otherwise in writing in the Contract and/or Purchase Order.

18.2.1 *Contract Price reduction* – If the Contractor fails to provide the Goods, Works and/or Services in compliance with the Performance Guarantees, the Company shall be entitled, except otherwise agreed in the Contract and/or Purchase Order, to receive a reduction on its next invoice equivalent to the amount of ten (10) % of such part of the monthly Contract Price that corresponds to the relevant the Goods, Works and/or Services. The Parties agree that such reduction is not a private penalty but a reduction of the amounts due to the Contractor following the decreased value of the Goods, Works and/or Services rendered by the Contractor. The Parties moreover agree that a Contract Price reduction shall not be the sole and exclusive remedy in relation to the missing Performance Guarantees and shall be without prejudice to the Company's other rights and remedies under the Contract, including the right of the Company to claim compensation for the actual damages suffered.

18.2.2 *Reporting* – The Contractor shall be obliged to provide the Company on a monthly basis with a written report detailing the Performance Guarantees achieved during the last month. If the Contractor does not comply with this clause, the Contractor is deemed not to have complied with the service levels.

18.2.3 *Termination* - If during two subsequent months the Contractor does not comply with the Performance Guarantees, the Company may, without prejudice to its other rights and remedies under the Contract, terminate the Contract, in whole or in part, without paying any indemnity to the Contractor for such termination.



18.3 Maximum liability

The Parties agree that the amount of liquidated damages paid under this article 18 shall be capped at 30% of the Contract Price.

19 Provisional Acceptance

19.1 Provisional Acceptance

Provisional Acceptance of the Goods, Works and/or Services shall only take place after:

- all Goods, Works and/or Services have successfully passed any and all Commissioning tests determined in or pursuant to Article 17.1 of the present General Terms and Conditions and can therefore be deemed successfully completed in strict accordance with the Agreement;
- the Contractor has provided to the Company the final versions of all required Technical Documentation, in strict accordance with the requirements set forth in Article 12 of these General Terms and Conditions;
- the Contractor has, in accordance with Article 16 of these General Terms and Conditions, provided the necessary training and the final operation and maintenance manuals to the Company's personnel so as to allow it to properly operate and maintain the Goods, Works and/or Services;
- the Contractor has fulfilled all other obligations that he was required to perform pursuant to the Agreement prior to Provisional Acceptance; and
- a Certificate of Provisional Acceptance is duly signed by both Parties.

Provisional Acceptance, as well as all of its consequences, shall take effect at the date and time set forth in the Certificate of Provisional Acceptance.

In case the Agreement merely covers the supply of certain Goods by the Contractor and it is furthermore explicitly agreed between the Parties in the Contract and/or Purchase Order that there is no obligation for the Contractor to conduct Commissioning tests on those Goods, Provisional Acceptance of the Goods in question shall take place at the date and time indicated in the Goods Receipt relating to the respective Goods, duly signed by the Company and handed over to the Contractor. Such Goods Receipt shall in no case be issued prior to delivery of the Goods on Site, in strict conformity with Article 14 of these General Terms and Conditions. Apart from the prohibition to include a Punch List in the Goods Receipt, the Goods Receipt shall state the same particulars as the Certificate of Provisional Acceptance, as determined in Article 19.2 of the present General Terms and Conditions.

19.2 Certificate of Provisional Acceptance

The Milestone of Provisional Acceptance shall not be considered to have been achieved by the Contractor until the Company has issued a Certificate of Provisional Acceptance relating to all of the Goods, Works and/or Services to be provided by the Contractor to the Company under the Agreement. The Contractor may only apply for a Certificate of Provisional Acceptance relating to a specified part of the Goods, Works and/or Services if and insofar as such partial Provisional Acceptance was provided for in the Contract and/or Purchase Order. In any case, a Certificate of Provisional Acceptance may only be applied for once any and all requirements for Provisional Acceptance, as set forth in Article 19.1 of these General Terms and Conditions, have been satisfied.

In case the Company deems such requirements have indeed been satisfied, and only in such case, a Certificate of Provisional Acceptance shall be drawn up by the Company in twofold and set forth:

- a brief description of the Goods, Works and/or Services that are the subject of the Certificate of Provisional Acceptance;
- a reference to the Agreement;
- the date of such Provisional Acceptance; and



- a Punch List of all the items that are to be remedied by the Contractor prior to Final Acceptance, if any.

The Certificate of Provisional Acceptance shall constitute sole proof of Provisional Acceptance by the Company of the Goods, Works and/or Services described therein.

19.3 Outstanding Obligations after Provisional Acceptance

Even after a Certificate of Provisional Acceptance has been issued, each Party shall remain liable for the fulfilment of any obligation that remains outstanding at that time with respect to the Goods, Works and/or Services that are the subject of that Certificate of Provisional Acceptance, which shall particularly apply for the Contractor's obligation to remedy the items on the Punch List contained in the Certificate of Provisional Acceptance, if any.

19.4 Clearance of Site

Once the Company has issued a Certificate of Provisional Acceptance for all of the Goods, Works and/or Services that the Contractor is to provide under the Agreement, the Contractor shall remove any remaining equipment, surplus material and/or parts, wreckage, rubbish and other temporary facilities for the provision of the Goods, Works and/or Services from the Site. The Contractor shall have the same obligation in case of early termination by the Company of the Agreement pursuant to Article 23 of these General Terms and Conditions.

If, within 30 (thirty) Days from issuance of the Certificate of Provisional Acceptance by the Company, any of the abovementioned items remain on Site, the Company may sell or otherwise dispose of them and perform or have performed any other works that it deems necessary for restoring the Site, at the risk and cost of the Contractor. Any sums received by the Company for the sale of such items shall be to the Company's sole benefit.

20 Transfer of Title and Risk

20.1 Transfer of Title

The transfer of title shall have occurred:

- with respect to Goods, once 70% of the price of said Goods has been paid; to that purpose, as from the moment of such payment the Contractor shall individually mark the Goods as Company property or –in case the Goods are not manufactured by the Contractor– place separate orders for those Goods and, in doing so, require similar conditions for the transfer of title and similar protection of the Company's rights to those Goods; and
- with respect to Works and/or Services, once 70% of the price of such Works and/or Services has been paid.

Transfer of title to the Goods, Works and/or Services shall be without prejudice to any rights of refusal or rejection the Company may have.

20.2 Transfer of Risk

Unless any provisions to the contrary have been agreed in the Agreement (in particular, but not limited to, any Incoterms) and without prejudice to the Contractor's obligations and liabilities during the Warranty Period and/or the Decennial Liability period referred to in article 27.2, the risks of loss or damage to the Goods, Works and/or Services shall be transferred from the Contractor to the Company to the extent set forth in and at the date of signature by the Company of the Provisional Acceptance Certificate relating

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to those Goods, Works and/or Services and, in case the Agreement merely covers the supply of certain Goods by the Contractor and it was furthermore explicitly agreed between the Parties that there was no obligation to conduct Commissioning tests on those Goods, the risks of loss or damage to those Goods shall be transferred from the Contractor to the Company to the extent set forth in and at the date of signature by the Company of the Goods Receipt.

21 Warranty

21.1 Warranty Period

The Contractor shall warrant the Goods, Works and/or Services as per Article 21.2 of these General Terms and Conditions for a period of at least 24 Months following Provisional Acceptance of such Goods, Works and/or Services.

In the event any services, replacements or repairs are necessary during the initial 24 Month-warranty period, as determined in the preceding paragraph, or during any extension thereof, the Goods, Works and/or Services shall be covered by a new 24-Month warranty period starting on the date of re-implementation or provision of said services, replacements or repairs.

21.2 General Warranty

The Contractor warrants that all the Goods supplied for the purposes of the Agreement are new, unused, and the most recent model of those kind of Goods, and that they incorporate all recent improvements in design and materials, unless expressly agreed otherwise in writing by the Parties.

The Contractor shall exclusively provide Goods, Works and/or Services that are free of any and all apparent or hidden defects and are moreover generally in strict conformity with the provisions of the Agreement, any and all laws, regulations, decrees, statutes or ordinances, Good Industry Practices, and all standard requirements relating to usage, reliability, product life and end usage that the Contractor is or should be aware of. The Contractor acknowledges that it has received all relevant information and documentation to provide the Goods, Works and/or Services, that it has made its own enquiries with respect to the accuracy, completeness and adequacy of such information and documentation and that it has been able to raise due diligence questions to the Company in this respect.

21.3 Obligation to Correct Defects

Without prejudice to any more stringent provisions of the Agreement or any mandatory requirements of law, the Contractor shall, at his own cost and risk, repair and/or replace, according to the Company's stated wish, any and all defects, defaults or non-compliance in the Goods, Works and/or Services observed during the Warranty Period, and moreover reimburse the Company for any and all Losses resulting therefrom.

Repair and replacement, as mentioned in the previous paragraph, shall include: dismantling, transport (from and to the Site), repairs, replacements, reinstallation, testing, implementation and all other costs related to the repair and/or replacement of the defect, defaulted or non-compliant Goods, Works and/or Services.

21.4 Failure to Correct Defects

Should the Contractor fail to fulfill any of its obligations under this Article 21 for a thirty (30) day period following a notice of default relating thereto, the Company may:

- a) carry out the work itself or have the respective work carried out by another qualified and experienced contractor at the Contractor's sole risk and expense. The Contractor explicitly declares that such work shall not void or otherwise affect Contractor's warranty on the Goods,

Works and/or Services and agrees to reimburse the Company for any and all costs and expenses associated with such work; and

b) without prejudice to any other rights the Company should have (including, but not limited to its right to claim damages pursuant to Article 27 of these General Terms and Conditions), claim an additional compensation for inconvenience and delay (incl. loss of profit), fixed at 10 (ten) percent of the total cost of such work, without prejudice to the Company's right to claim compensation for its actual damages should these exceed the fixed amount.

22 Final Acceptance

Without prejudice to the Contractor's Decennial Liability pursuant to Article 27.2 of the present General Terms and Conditions, Final Acceptance of the Goods, Works and/or Services shall take place automatically once the Warranty Period has passed and shall constitute the moment of unconditional acceptance by the Company of the Goods, Works and/or Services as provided by the Contractor under and according to the Agreement.

However, Final Acceptance cannot take place if, at the end of the Warranty Period, some or all of the items on the Punch List have not yet been remedied by the Contractor. In such case the Warranty Period (incl. all other guarantees that are valid during the Warranty Period, such as for example Bank Guarantees) shall automatically be extended until the Contractor has remedied all outstanding items of the Punch List. The Company shall, nevertheless, have the option not to await any remedial action by the Contractor and perform these outstanding works itself or have them performed by another competent contractor, in both cases at the Contractor's sole risk and expense.

23 Early Termination of the Agreement

23.1 Termination for convenience

Without prejudice to art.5.75 of the Belgian Civil Code, the Company may terminate the Agreement, whether entered into for a defined or an undefined term, in whole or in part, for convenience at any time upon providing thirty (30) Days' notice without any compensation being due to the Supplier. The Contractor shall be reimbursed for any reasonable costs that result from such termination, upon documented proof of such costs. Only those costs that cannot be recovered by exerting the respective Goods, Works and/or Services to other projects in which the Contractor is or may be involved in the future shall be reimbursed further to termination in accordance with this Article 23.1.

23.2 Termination for cause

Luminus may terminate the Agreement immediately, without intervention of a judge, by written notice to the other Party, if the Contractor (i) fails to remedy its breach of its obligations under the Agreement within ten (10) Days of receipt of written notice of the breach; (ii) commits a breach of the Agreement and the breach is not capable of remedy; or (iii) ceases to trade or is unable to pay its debts as they fall due, makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy, judicial factory or any analogous insolvency proceedings in any jurisdiction.

Termination in accordance with the terms of the Agreement shall not give rise to any obligation to compensate the Contractor other than for the Goods, Works and/or Services ordered and delivered before the termination of the Agreement.

23.3 Obligations Prior to Termination

Termination or expiration of the Agreement shall not relieve the Contractor of any obligation arising out of work performed prior to termination or expiration of the Agreement.

23.4 Exit assistance and Business continuity

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Upon termination of the Agreement for whatever reason, Contractor shall cooperate with and assist the Company with (i) the migration of Luminus Data, Luminus Material, Documentation and all other data in which Luminus have proprietary or license rights, and (ii) ensuring business continuity. Except if the Agreement is terminated following cause of the Contractor or for convenience by the Contractor, all costs for such exit assistance will be borne by the Contractor. In the opposite case, Parties will endeavour to agree on the costs for such exit assistance, if possible, based on the Contractor's rate cards.

24 Force Majeure

24.1 Force Majeure Procedure

In case of a Force Majeure event, the affected Party must notify the other Party of the presumed occurrence of a Force Majeure event as soon as it has knowledge of such event, and no later than 5 (five) Days following such occurrence. The notification must specify the nature, the starting date, presumed end date, as well as the estimated effects of the event on the performance of the affected Party's obligations.

As soon as the Force Majeure event comes to an end, the affected Party shall notify the other Party of the precise end date of the Force Majeure event. In its notification, the affected Party shall furthermore describe the precise causes of the Force Majeure event and the actual impact it has had on its execution of the Agreement. If applicable, the affected Party must attach any attestations issued by official bodies to its notification.

Each Force Majeure event shall have the effect of suspending the obligation to fulfil the commitments affected by it and neither Party will be liable for any delay in performing their obligations under the Agreement where such delay is directly caused by a Force Majeure event that has been notified to the other Party in writing in accordance with the above. The affected Party will make every endeavour to limit the effects of the Force Majeure event. It shall in no way be exempted from its contractual obligations except during the minimal period of Force Majeure in question, whose duration shall not exceed the duration of the actual delay caused by the instance of Force Majeure itself.

24.2 Termination for Force Majeure

Both Parties shall have the right to terminate the Agreement when fulfilment thereof has become utterly impossible due to Force Majeure or when suspension of the Agreement owing to the Force Majeure event lasts more than one (1) Month.

25 Confidentiality and Personal Data

25.1 Confidentiality

The Contractor undertakes to keep strictly confidential any and all information and data that is transmitted to him and/or his partners and associates by the Company for the purposes of the Agreement or otherwise and furthermore undertakes to refrain both from disclosing such confidential information to any third party, in any way, shape or form, as well as from using it in any way other than for the purposes of executing the Agreement.

The Contractor shall take any and all measures necessary in order to ensure that this confidentiality requirement is observed in full by its employees, partners and associates, as well as by any other person who is not an employee of the Contractor but for whom the Contractor is responsible and who needs to be made aware of or given access to confidential information of the Company, even after that respective party's services to the Company or to the Contractor have been completely fulfilled.



The confidentiality obligation described in this Article 25 of the General Terms and Conditions shall apply during the full term of the Agreement and shall survive its termination or expiration for a period of 5 (five) years.

25.2 Personal Data

As part of the provision of the Works and/or Services and for the entire duration thereof, Contractor may 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 (and without prejudice to any data processing agreement entered into between the Parties), Contractor shall:

- (a) process such personal data only for the specific fulfilment of its contractual obligations arising from the Agreement, and in accordance with Luminus' 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 Luminus;
- (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 Luminus, unless he or she is required to do so by Union or Member State law;
- (e) respect the following conditions for engaging another processor:
 - Contractor shall not engage another processor without prior specific or general written authorisation of Luminus. In the case of general written authorisation, Contractor shall inform Luminus of any intended changes concerning the addition or replacement of other processors, thereby giving Luminus the opportunity to object to such changes.
 - Where Contractor engages another processor for carrying out specific processing activities on behalf of Luminus, Contractor shall impose on that other processor the same data protection obligations as set out in this Article 26.2, 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, Contractor shall remain fully liable to Luminus for the performance of that other processor's obligations.
- (f) taking into account the nature of the processing, assist Luminus insofar as this is possible, for the fulfilment of Luminus' 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 Contractor, assist Luminus 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 Luminus, delete or return all such personal data to Luminus 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 Luminus all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by Luminus or another auditor mandated by Luminus.

The Contractor shall indemnify Luminus for claims of any third party that arise as a result of Contractor's breach of this Article 26.2 and the applicable European and Member State law and regulation regarding data protection and/or privacy.

26 Intellectual Property Rights

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26.1 Luminus Material – The Company (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in Luminus Material. The Contractor shall have no rights in Luminus Material, except for the non-exclusive and non-transferable right to use Luminus Material only as is strictly necessary for the performance of the Agreement.

26.2 Contractor Material - The Contractor (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in the Contractor Material.

26.3 Contractor warranty - The Contractor declares that it is the rightful owner of the Intellectual Property Rights to all Goods, Works and/or Services under the Agreement, and that it is entitled to assign or license those rights in accordance with the terms of the Agreement. If those Intellectual Property Rights are the property of third parties, the Contractor shall inform the Company thereof in advance and guarantees that it has requested and obtained those third parties' written authorisation to grant to the Company the assignment or license of their Intellectual Property Rights in accordance with the terms of the Agreement. The Contractor shall be solely responsible for taking the necessary steps, under the laws and regulations in force, to ensure the opposability to third parties of the assignments or licenses granted to Luminus by the Contractor or by such third parties. The Contractor guarantees that Goods, Works and/or Services purchased, rented, leased or licensed under the Agreement and used by the Company for its intended purpose do not infringe any third party's rights including third party's Intellectual Property Rights.

26.4 Indemnification - The Contractor shall defend and indemnify at its own expense the Company against any claim, loss, damage or cause of action based on an infringement of any third party's Intellectual Property Rights by the Goods, Works and/or Services.

The Contractor will have sole control of the defence and defend at its sole expense the Company against any suits or proceeding arising out of the foregoing. The Contractor shall obtain the Company's prior authorisation for any decision having an impact on the Company's image or involving any consequences whatsoever for the Company.

If the Goods, Works and/or Services are subject to an action for infringement from a third party such as mentioned above, the Contractor shall, at its own expenses and within a reasonable timeframe to be agreed by the Company in light of the impacts caused by such action on the Company's commercial and operational use of the Goods, Works and/or Services, either (i) procure for the Company the right to continue using the Goods, Works and/or Services, or (ii) modify the Goods, Works and/or Services or replace the Goods, Works and/or Services by a non-infringing functional equivalent. If such is not feasible within the timeframe agreed by the Company, the Company may immediately terminate the Agreement for breach without court intervention upon written notice and the Contractor shall refund to the Company any amounts paid under the Agreement without prejudice to any damages that the Company could claim.

Contractor shall not be held liable if the infringement of the third party's Intellectual Property Rights is exclusively based on one of the following situations: (i) modification of any Goods, Works and/or Services by parties not authorized by Contractor, (ii) use of any Goods, Works and/or Services in combination with other products prohibited by Contractor, or (iii), the Company's continued use of Goods, Works and/or Services after having received written notice from Contractor to discontinue only to the extent that such notice has been made in accordance with the terms of the Agreement.

26.5 Intellectual Property Rights in Deliverables – Unless otherwise agreed in the Agreement, the Contractor assigns, worldwide and perpetually, as from the date of creation the ownership and Intellectual Property Rights in all Deliverables to the Company, such that the Company has the sole right to obtain, hold and renew, in its own name and/or for its own benefit, Intellectual Property Rights or other titles in respect of such Deliverables. Without limiting the generality of the foregoing, in the event the Deliverables contain Contractor Material, the Contractor will grant to the Company a perpetual, worldwide, non-exclusive, transferable, sublicenseable and non-revocable license to use, copy, modify,

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and adapt the Contractor Material as incorporated into the Deliverable so as to gain the full benefit of the Goods, Works and/or Services provided by the Contractor.

26.6 *Third party material* – If the Contractor incorporates third party material in any Deliverable, the Contractor shall procure that the Company is granted a license in the same terms as set out in clause 26.5.

27 Liability

27.1 General Liability

The Contractor is fully and solely responsible towards the Company and towards third parties, for all financial consequences, accidents, damage and other prejudice that arises out of or in connection with Contractor's non-compliance with its contractual obligations under the Agreement.

Any time the Contractor's liability is thus triggered, the Contractor shall indemnify, defend and hold harmless the Company, the Company's Representative(s) and the Company's affiliates, officers, agents, shareholders, partners, members, employees, subcontractors, consultants and advisors from any and all Losses incurred or suffered by any of the foregoing.

In case the Contractor believes that certain damage to the personnel or goods of the Company was in fact caused by a third party, the Contractor shall file any claims against such third party after having fully compensated the Company for the respective damage thus caused.

The Contractor furthermore bears full responsibility for any nuisances to the neighbourhood (*troubles de voisinage/burenhinder*), unless it is demonstrated that such nuisances were inherent in and unavoidable during the provision of the Goods, Works and/or Services ordered by the Company.

Any claims by the Contractor under this Agreement shall be made only against the Company. The Contractor waives any tort claim against the Company and its affiliated and associated companies, as well as against their respective directors, officers and personnel (whether through an employment contract or self-employed) that are involved in the performance of this Agreement, regardless of the specific cause of damage. Except in the event of fraud, wilful misconduct or death and/or bodily injury, and without prejudice to the Company's obligation to paid undisputed invoices, the total liability of the Company arising out of or in connection with the Agreement shall not exceed the Fees paid or payable to the Contractor during the previous 12 months under the Agreement.

27.2 Decennial Liability

Subject to article 1792 of the Belgian Civil Code, and without prejudice to the provisions of Article 27.1 of these General Terms and Conditions, the Contractor shall remain liable for the Goods, Works and/or Services, to the extent set forth hereafter, for a period of ten (10) years following Final Acceptance of the Goods, Works and/or Services. During such period, the Contractor shall remain liable for (i) any and all, minor or serious hidden defects or other inaccuracies in the design of any foundations, structures and/or buildings, or any particular part thereof, that are provided by the Contractor as part of the Goods, Works and/or Services and (ii) the appropriateness of any materials and the professional abilities of craftsmen that are used or selected by the Contractor for the construction and/or design of those foundations, structures and/or buildings, or any particular part thereof, in specific where those defects and/or inaccuracies or where the materials and/or craftsman used or selected may prevent or materially impair the use of the Goods, Works and/or Services for the purpose they are intended to serve in accordance with the Agreement. The aforementioned Decennial Liability of the Contractor shall only apply in respect of claims notified to the Contractor in writing within a period of ten (10) years from Final Acceptance of all of the Goods, Works and/or Services. Should the Company at any time believe that the Contractor may be held liable further to this paragraph, it shall, in any case, without undue delay notify the Contractor thereof.

28 Insurance

Prior to undertaking the supply of any Goods, Works and/or Services, the Contractor shall take out the following insurance policies with reputable insurance companies, which he shall maintain in full effect for so long as necessary to cover his potential liability pursuant to the Agreement, and as a minimum throughout the entire duration of the Agreement:

- a) All insurance policies that are mandatory under Belgian law, such as, *inter alia*:
 - labour incident insurance policy (*verplichte arbeidsongevallenverzekering / assurance obligatoire contre les accidents du travail*), guaranteeing compensation for accidents at work and accidents on the way to/from work as may be incurred by members of the Contractor's personnel, even if they work under the authority, supervision and control of the Company; and
 - an "Automobile Public Liability" insurance (*verzekering burgerlijke aansprakelijkheid motorrijtuigen / assurance responsabilité civile véhicules automoteurs*) covering the officially-registered vehicles which have access to the Site and the installations as well as any damage caused by them.
- b) A "Public Liability" insurance policy for any type of damage sustained by third parties, the Company and/or its personnel, by the Contractor's activities (*verzekering burgerlijke aansprakelijkheid uitbating / assurance responsabilité civile exploitation*),
Such policy must have an insured coverage per claim up to the amounts stipulated in the Contract and/or Purchase Order or, failing such specification, up to an amount not lower than € 5.000.000,- (five million euros) per claim.
This policy must furthermore include the following clauses:
 - the cover applies without restrictions nor reservations to the civil liability of the Contractor under any legal provisions or regulations, as a result of damage of any nature caused to third parties as well as to the goods of the Company, whether entrusted or not to the Contractor and resulting directly or indirectly from its provision of the Goods, Works and/or Services under the Agreement or otherwise caused by its personnel, machinery or equipment, during or outside the working hours, on or off the Site;
 - the Company's employees are considered third parties in relation to the Contractor; and
 - the policy also covers accidents or damage caused by the personnel, equipment and/or materials made available to the Contractor by the Company, insofar as such accidents are, directly or indirectly, attributable to the Contractor.
 - the policy must include accidental damage to the environment and neighbourhood nuisances (*troubles de voisinage/burenhinder*),
- c) A "Product Liability" and/or "Post Delivery Liability" and/or "Post Completion Liability" insurance policy, which guarantees third parties as well as the Company against any type of damage resulting from defects in the Goods, Works and/or Services (*verzekering burgerlijke aansprakelijkheid na levering / assurance responsabilité civile après livraison*),
Such policy must have an insurance coverage up to the amounts per claim specified in the Contract and/or Purchase Order or, failing such specification, up to a minimum amount of € 5.000.000,- (five million euros) per claim and per insurance year.
The Contractor shall keep this policy into effect for at least the entire Warranty Period (incl. any extensions thereof).

- d) A "Professional Liability" insurance policy, which guarantees third parties as well as the Company against any type of damage resulting from any defaults in the intellectual works performed by the Contractor for the purposes of the Agreement, up to the amounts per claim specified in the Contract and/or Purchase Order or, failing such specification, up to a minimum amount of € 5.000.000,- (five million euros) per claim and per insurance year.

The Contractor shall keep this policy into effect for at least the entire Warranty Period (incl. any extensions thereof).

- e) A "Decennial Liability Insurance" (*verzekering tienjarige aansprakelijkheid / assurance responsabilité décennale*) to cover the Contractor's liability pursuant to Article 27.2 of these General Terms and Conditions for an amount that is at least equal to the new replacement value of the Goods, Works and/or Services provided by the Contractor pursuant to the Agreement. The Contractor shall maintain this insurance in full force and effect throughout the entire ten year period referred to in said article 27.2. In order to set up this "Decennial Liability" Insurance the Contractor shall obtain the expert report that is needed for setting up this insurance.
- f) A "Transport" (*transportverzekering / assurance transport*), or (where applicable) "Marine Cargo" (*verzekering maritieme aansprakelijkheid / assurance responsabilité maritime*) insurance policy covering the damage caused to and/or loss of any of the Goods, Works and/or Services during transport anywhere in the world, including that incurred during loading, intermediate storage, unloading, including stowing and covering and this, up to the amount per means of transport as stipulated in the Contract and/or Purchase Order or, failing such specification, up to a minimum amount equal to the new replacement value of the transported Goods, Works, and/or Services.

All insurance policies taken out by the Contractor must contain a clause whereby the insurer(s) waive(s) any recourse against the Company, its personnel and any third party against which the Company has committed to waive any recourse.

Prior to carrying out the Agreement, the Contractor shall provide the Company with the applicable and up-to-date insurance certificates. During the Term of the Agreement (but no more than twice per calendar year), the Company may request the Contractor to provide updated insurance certificates.

29 Sustainable procurement

29.1 Supplier Code of Conduct

Contractor acknowledges that it has reviewed and warrants that it will adhere at all times to the Company's Supplier Code of Conduct ("Gedragscode voor leveranciers" / "Code de conduite des fournisseurs"), as available on www.luminus.be.

More generally, Contractor warrants to respect at all times all applicable national and international Laws relating to (i) fundamental human rights (including as 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), (ii) fraud, bribery and corruption in all its forms, (iii) anti-money laundering, (iv) trade embargoes and terrorism, (v) environmental protection, and (vi) competition law. Any breach by the Contractor of its commitments under this article 29 shall constitute a contractual breach entitling Luminus to suspend and/or terminate the Agreement in accordance with article 23.2.

29.2 Ethical Reporting

The Contractor may confidentially report conduct that it considers to be illegal or unethical, whether relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or otherwise by sending an e-mail to ethics@luminus.be.

29.3 Health, Safety, Environment and Energy

29.3.1 When providing Goods, Works and/or Services on Site, the Contractor shall strictly comply with (i) the Company's "Health, Safety, Environmental and Energy Conditions for Contractors" (DC 1101) (the "HSEe Conditions", as made available by the Company to the Contractor) and (ii) any other Company's rules and requirements that have been communicated by Luminus to the Contractor in writing.

The Contractor acknowledges in this respect that Luminus HSEe management system is certified for the following standards: ISO 14001 (environmental management systems), ISO 45001 (health and safety management systems) and ISO 50001 (energy management systems). If requirements imposed by these ISO certifications are passed on to the Contractor as part of the agreed Contract terms, the Contractor accepts that Luminus may assess and evaluate compliance with these requirements in accordance with article 9.3 at any time both during the term of the Agreement and upon completion thereof.

29.3.2 More generally, the Contractor shall take care for the safety and well-being of all persons entitled to be on Site and shall strictly comply with all applicable laws, (Royal, Ministerial or regional) decrees, ordinances, local government laws, municipal codes, regulations, directives, rules, statutes or other binding prescriptions of any kind whatsoever concerning health, safety, the environment and energy.

29.3.3 Specifically with respect to the provision of Works and/or Services, it is furthermore agreed as follows:

- if requested by Luminus, the Contractor shall use the "Onyx One" contractor management tool (or any similar tool, as duly communicated from time to time by Luminus) for purposes of contractor registration and monitoring of HSE trainings to be followed by Contractor Staff; and
- Luminus shall be under no obligation to approve any offer or allow the commencement of any Works and/or Services until the contractor has completed Luminus' risk analysis with regard to his working method and/or products used. Before the start of the activities, the Contractor shall provide Luminus with a detailed risk analysis or a specific HSE plan.

29.3.4 Specifically with respect to the provision of Goods, it is furthermore agreed as follows:

- if the Goods qualify as machinery in the meaning of Regulation (EU) 2023/1230 of the European Parliament and of the Council of 14 June 2023 on machinery replaces Directive 2006/42/EC on machinery (the "European Machinery Regulation"), the Contractor shall comply with all health and safety requirements set out in this regulation;
- the Contractor shall comply with all extra safety requirements, norms and legislation mentioned in the Agreement; and
- the documentation to be provided with any Goods delivered shall as a minimum include a EG-declaration of conformity, a marking of "CE" on the Goods and a manual in Dutch and French.

29.4 Contractor's Duty to Report Accidents

In case the Contractor's personnel or any other persons engaged by Contractor to perform works at the Site (such as, *inter alia*, his Subcontractors and their personnel) should be involved in an accident, the Contractor shall promptly (and in any case before evacuating the respective injured person from the Site) inform the Company thereof and shall allow the Company and/or its health and safety coordinator ample time to investigate the matter in detail immediately after its occurrence, in specific with the aim to inspect the work conditions of the person involved as well as the general circumstances that allowed for the accident to occur, insofar as the personal injuries sustained by the person involved do not impede or hinder such examination.

Similarly, in case any other incident with potentially significant consequences (i.e. any personal injuries or damages to property) occurs during or as a result of the Contractor's provision of the Goods, Works and/or Services on Site, the Contractor shall promptly (and, as the case may be, in any case before



evacuating the respective injured person or debris from the Site) inform the Company thereof and shall allow the Company and/or its health and safety coordinator ample time to investigate the matter in detail immediately after its occurrence.

30 Claims

If the Contractor considers itself entitled to any additional payment and/or Planning extension which it deems is not covered by the Contract and/or Purchase Order, it shall notify the Company of such claim, describing the event or circumstances underlying the claim. The notification shall be sent to Luminus' technical manager as soon as possible and no later than 28 days after the time when the Contractor should have been aware of the event or fact causing the claim.

Within 42 days after the time when the Contractor should have been aware of the event or fact causing the claim, the Contractor shall submit a detailed claim including all the details supporting the previously submitted claim and the claimed additional payment and/or Planning extension. If the event or fact underlying the claim continues, the Contractor shall inform the Company every month and shall send the detailed claim no later than 42 days after the end of the elements causing the event or the fact.

Failure on the part of the Contractor to comply with the deadlines set out above shall cause the Contractor to lose the right to submit a claim later in relation to the aforementioned event or fact causing the claim.

Within 56 days after the Contractor sent the detailed claim, the Company shall answer either by accepting or by requesting additional information or by refusing the claim.

31 Instructions and Variations

The Company has the right to issue Instructions at any time before the Final Acceptance. Instructions are not necessarily Variations. The Contractor shall notify the Company of possible adverse effects of the Instruction (if any) in accordance with this article 31. Failing such notification, the Contractor shall comply with those Instructions as soon as possible.

Variation: process

If an Instruction constitutes a Variation in the opinion of the Contractor, the latter shall notify to the Company, within 28 days after the notification of the Instruction by the Company, a reasonably detailed offer related to the effects of such a Variation, including the consequences on the Contract Price and/or Planning extensions. Within a reasonable period of time after receipt of the notification and the offer, the Company shall answer to approve or reject the classification of an Instruction as a Variation.

If a Variation is implemented, the resulting work shall, unless the Parties have agreed otherwise in writing, be charged through open book (namely the Contractor shall submit all supporting documents related to the costs for the work performed under the Variation) and the Contractor shall charge additional costs for overheads and any other costs, amounting to maximum 7.5% of the costs for the work performed.

The Variation shall only be implemented by the Contractor if the latter has received a Purchaser Order in reply to such offer from the Company.

Variation: effects

Further to a Variation the Contractor is entitled to a Planning extension and/or an adjustment of the Contract Price, if applicable.

32 Quality control by the Company



The Company shall at any time have the right to inspect and check Goods, Works and/or Services on the Site, at the Contractor's premises or elsewhere.

The Company's approval or consent within the framework of the quality control for any part of the Goods, Works and/or Services does not relieve the Contractor from its obligations under the Agreement and does not limit the Contractor's liability with respect to the implementation of the Goods, Works and/or Services under the Agreement.

33 Replacement before Provisional Acceptance

The Company has the right, until the Provisional Acceptance of the Goods, Works and/or Services, to, in the event of any contractual failure by the Contractor, take any reasonable measures to limit the effects of such failure.

The Company shall in such case send a notification to the Contractor specifying a reasonable deadline for the repair (depending on the seriousness of the fault and the urgency of any intervention).

If the Contractor cannot repair the fault before the end of that period, the Company has the right to perform any part of the work (including the reduction or acceleration of the interventions) either itself or through a third party, at the Contractor's expense and risk.