

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES AND THE EXECUTION OF WORKS

Unless otherwise previously agreed in writing, these General Terms and Conditions shall always apply and take precedence, to the exclusion of any of the Customer's own contractual terms and conditions, which will be unenforceable against Equans, even if Equans was aware of them, if they are incompatible with the present General Terms and Conditions.

1. Definitions

For the purposes of these General Terms and Conditions, the terms referred to herein are defined as follows:

- a. **"Agreement"**: means all the rights and obligations between the Customer and Equans as set out in the following contractual documents: the General Terms and Conditions, the Offer and the Special Terms and Conditions, where applicable, agreed between the Customer and Equans, the specifications, the bills of quantities, the pricing schedules, plans and any other documents applicable to the Assignment, including the annexes and addenda to these various documents;
- b. **"Assignment"**: means any and all work, supplies and/or services, specific and/or general, respectively carried out, delivered and/or provided by Equans under the Agreement;
- c. **"Auxiliaries"**: means the Parties' executing agent in the context of the Agreement, in particular the appointee, representative, and subcontractor of Equans or the Customer;
- d. **"Consumables"**: means supplies provided in the course of operation, including (but not limited to): small electrical maintenance equipment such as fuses below 6 A, contactor coils, signal lamps; pipe and tap assembly joints; all sealing products: hemp, mastic, Teflon, tap fittings, packing braid, excluding mechanical packings; standard quality oils and lubricants, including motor oils; products required for repainting equipment in boiler rooms and substations; standard bolts and screws, as well as standard small valves, drain valves or drain plugs with a diameter of less than DN.20; electrodes, photoelectric cells, burner nozzles; standard transmission belts; air filters with performance lower than or equal to EU3 (G85) or EU7 (F85); all cleaning products: soaps, powders and detergents; metal and other brushes, cloths for the maintenance and cleaning of appliances; bactericidal products for water treatment in washing tanks; products necessary for water treatment, including salt. Additional Consumables may be defined in the Special Terms and Conditions;
- e. **"Customer"**: means the natural or legal person or any other type of entity on whose behalf Equans executes one or more Assignment(s);
- f. **"Day"**: means every working day, i.e. the weekdays, excluding Saturdays, Sundays and public holidays;
- g. **"Equans"**: means the public limited company Equans, with registered office at Boulevard du Roi Albert II 19, 1210 Saint-Josse-ten-Noode, registered with the Crossroads Bank for Enterprises under number 0425.702.910, or its legal entities, subsidiaries and associated companies. The Offer and the Special Terms and Conditions, where applicable, indicate which companies are a Part;
- h. **"Facilities"**: means all existing equipment, systems, their components and accessories, technical devices and infrastructure that are subject to the Maintenance Assignment at the Customer's premises. Facilities include both visible and built-in components, as well as their physical or software connections (power supply, networks, automation systems, sensors, safety devices, etc.). They also cover all modifications, extensions or replacements made over time, provided that they form an integral part of the system covered by the maintenance. The Facilities will be described in detail in the Special Terms and Conditions;
- i. **"Force Majeure"**: means any event that (i) could not have been reasonably foreseen by a Party at the moment the Agreement was concluded or which it could not have avoided in

spite of its best efforts (ii) occurred through no fault of its own and (iii) renders the performance of the Agreement, in whole or in part, reasonably impossible, or delays its completion. The following situations shall in any case be contractually regarded as events of Force Majeure if they render the performance of the Agreement, in whole or in part, reasonably impossible or delay its completion : (i) strikes (including at the Party in question) and lockouts; (ii) war and other hostilities (whether declared or otherwise) including cyberattacks, invasions, acts by foreign enemies, mobilisation, requisition or embargoes, Belgian or foreign martial law; (iii) ionising radiation or contamination by radioactivity from any type of nuclear fuel or nuclear waste caused by the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties from any explosive nuclear assemblage or their nuclear components; (iv) rebellion, revolution, insurrection, coups and civil war; (v) riots, serious unrest or disorder, terrorism; (vi) unusually severe weather events, fire, storms, flooding, earthquakes or any other natural disaster; (vii) epidemics, pandemics and decisions taken by the authorities in this context; (viii) a general shortage of supplies due to scarcity or the inability to import the equipment needed, restrictions on the supply of energy, machinery breakdowns, interruptions in or exceptional transport issues and any event that affects the normal transport of materials;

j. **"General Terms and Conditions"**: means these General Terms and Conditions;

k. **"General Terms and Conditions of Maintenance"**: means the general terms and conditions that apply when maintenance work, supplies or services are part of the Assignment. The General Terms and Conditions of Maintenance supplement, or replace in case of contradiction or incompatibility, the General Terms and Conditions which remain applicable to the Agreement. In the event of a contradiction or incompatibility between a provision of the General Terms and Conditions of Maintenance and a provision of the General Terms and Conditions, the provision of the General Terms and Conditions of Maintenance shall prevail over that of the General Terms and Conditions ;

l. **"Law"**: means any provision of Belgian, European or international law, in particular, any legislation, treaty, directive, ordinance, regulation, code, order, decree, order from any legislative, governmental, administrative or regulatory authority applicable to the Assignment, the Agreement or the Parties or either one of them in Belgium or abroad;

m. **"Offer"**: means the written quotation and proposal formulated by Equans, detailing the nature of the Assignment, its conditions and terms, the execution times, the financial arrangements and, where relevant, the Special Terms and Conditions, the General Terms and Conditions of Maintenance or the General Terms and Conditions for execution;

n. **"Parties"**: means the Customer and Equans;

o. **"Permits"**: means any and all permits and authorisations required for the execution of the Assignment.

p. **"Significant Malfunction"**: means any failure of the Facility that completely prevents its operation or reduces its performance to such an extent that normal and contractually intended use becomes objectively impossible, provided that:

- the cause of the malfunction is directly attributable to an element or component covered by the Agreement or the Special Terms and Conditions;
- the malfunction is not the result of a failure to perform routine maintenance incumbent upon the Customer, misuse, intervention by a third party, abnormal operating conditions, or an event of Force Majeure;
- the malfunction does not constitute a minor anomaly, noise, foreseeable wear and tear, or a reduction in performance that does not prevent normal use.

The following, in particular, are not considered to be Significant Malfunctions: intermittent failures that cannot be reproduced, aesthetic damage, and non-conformities that do not affect the safety or essential functionality of the Facility;

q. **"Special Terms and Conditions"**: means the specific terms and conditions relating to each particular Assignment concluded between Equans and the Customer;

r. **"Taxes"**: means any and all taxes, contributions, levies, duties, fees, collections and other charges, present and future, imposed by any Belgian, European or international authority, or any other tax authority, including, in particular, value-added tax, tax on insurance premiums, municipal taxes, regional taxes, international taxes, customs duties, import and export duties, including any default interest, penalties, surcharges and fines. Except where expressly stated otherwise, (i) words in the singular include the plural and vice versa, (ii) masculine terms include the feminine and neuter and vice versa, and (iii) references to any law include any subsequent amendments or re-enactments thereof.

2. Scope – acceptance of the General Terms and Conditions – order of priority

2.1. These General Terms and Conditions set out the terms for Equans's intervention in the context of the Assignment, without prejudice to the derogations in the Special Terms and Conditions of the Agreement.

2.2. The Customer declares to have read these General Terms and Conditions well ahead of the conclusion of the Agreement, to have been able to ask questions about them, to have understood and accepted them and to waive, by any means permissible under Belgian law, any other document, in particular its own (general or special) terms and conditions, if any. By signing the Offer, the Customer confirms that it fully and unconditionally accepts the General Terms and Conditions in full, which (i) are referred to in the Offer by means of a hyperlink to Equans' website, thereby enabling the Client to effectively review, download and print them, or (ii) are attached to the Offer.

2.3. The General Terms and Conditions apply to any changes in the Assignment.

2.4. In the event of a contradiction or incompatibility between any provision of an addendum and any provision of the initial Agreement, the provision of the addendum shall supersede the provision of the initial Agreement.

2.5. In the event of contradiction, ambiguity or doubt about the interpretation of the Agreement and unless otherwise agreed, the following priority rules apply:

- i. the addenda to the Agreement;
- ii. the annexes to the addenda to the Agreement;
- iii. the Special Terms and Conditions;
- iv. the annexes to the Special Terms and Conditions;
- v. the Offer;
- vi. the annexes to the Offer, including the plans and technical specifications;
- vii. the General Terms and Conditions;
- viii. the annexes to the General Terms and Conditions;
- ix. the specifications and their annexes;
- x. the bills of quantities;
- xi. the pricing schedules.

3. Formation of the Agreement

3.1. Equans shall send the Customer an Offer for the Assignment.

Unless otherwise stated in the Offer, the Offer shall remain valid for a period of fifteen (15) Days as of the date of the Offer. The Offer shall expire ipso jure if it has not been accepted by the aforesaid deadline, and the Customer will not be able to derive any claim therefrom.

3.2. The Offer is prepared free of charge.

3.3. If the Customer accepts the Offer after the deadline referred to in Article 3.1. or accepts it under other conditions, the acceptance shall amount to a counteroffer. Equans is free to accept or not, or to accept it under different conditions.

3.4. The Customer's signature on the Offer constitutes its agreement to its content and serves as acknowledgement that it has fully read and approved the Offer. The Parties agree that, if the Customer did not sign the Offer, the Offer shall have been

accepted in accordance with Articles 5.20 and 5.23 of the Civil Code if the Customer, after having received a copy of the Offer for approval, unreservedly allowed Equans to start execution of the Assignment.

3.5. In the event of doubt about the inclusion of a service in the Offer, the service will not form part of the Agreement and shall be qualified as an additional Assignment subject to Article 4.

3.6. The Agreement is concluded and comes into effect on the date Equans receives the Customer's express acceptance of the Offer, whether by e-mail or registered post, or, in the event of tacit acceptance (see Article 3.4.), on the first day Equans starts executing the Assignment in question.

4. Amendments to the Agreement

4.1. Any amendment to the Agreement or change in the Assignment must be laid down in a written addendum setting out its terms and conditions, including the deadline and the price.

4.2. Any change in the Assignment and, in particular, any additional work, supplies and services or a change in the plans, surveys and other deliverables requested by the Customer shall require Equans's written consent and, where applicable, shall give rise to an adjustment of the price, the terms of the Assignment and the deadlines, so as to take account of the ensuing financial and technical consequences.

4.3. Any services that have not been specified in writing in the Offer shall be qualified as additional services. They must be agreed upon between the Parties in writing.

4.4. Unless otherwise agreed between the Parties at the moment these services are ordered (in accordance with Article 4.3.), the additional services shall be invoiced on the basis of Equans's hourly rates applicable at the moment the service is provided or, where applicable, in accordance with the unit prices of the Offer, or, in the alternative, the bills of quantities, increased by the indexation provided for in Article 10.4 and by any other amount referred to in this Article.

5. Specifications, regulations, standards, plans and materials

5.1. Insofar as it does not explicitly derogate from them, the Offer is based only on the specifications, the plans, the particulars, the bills of quantities, the pricing schedule and on any other documents enclosed with the Customer's request for a quotation and on the Law applicable on the date the Offer is submitted.

5.2. In the event of a change in the contractual documents, the Law or the Taxes after the Agreement was concluded, the Customer accepts that Equans may adjust the price and/or the deadlines, if this change has an impact on the Assignment in general, the Agreement, the price, the services, the supplies or the work included in the Assignment.

In particular, and by way of example, if import duties or other import-related costs (in the broadest sense) become applicable or increase at the expense of Equans in the context of the performance of the Agreement, and such duties or costs are not included or accounted for in the Offer or the Agreement, then such duties or costs shall be borne by the Customer.

5.3. The Customer bears sole responsibility for the design, the plans and the specifications it supplies Equans with and shall solely bear the responsibility of any inaccuracies and omissions therein and the consequences resulting therefrom. Equans reserves the right to refuse to comply with any design requirements, plans, specifications or instructions that would result in works that do not comply with good industry practice, without the Client being entitled to hold Equans liable as a result of such refusal.

5.4. By accepting the Offer, the Customer guarantees to be in possession of all the final and executory Permits, purged of any remedies and rights, in particular of any intellectual property rights, that are required, inter alia, for their implementation and use, in the broadest sense of the term, for the purposes of the Assignment.

5.5. The plans, specifications, descriptions, calculations, photographs and other documents that form part of the Offer are

the exclusive property of Equans and cannot be used for any purpose other than the performance of the Agreement. They cannot be communicated to third parties without the express and written consent of Equans, which cannot refuse that consent without good reason.

5.6. The Customer may provide comments, once and in full, on the technical documentation submitted by Equans within a maximum period of fifteen (15) days. Should the Customer fail to respond within this period, the technical documentation shall be deemed to have been reviewed and accepted.

6. Execution times

6.1. Unless otherwise provided in the Agreement, the deadlines for the execution of the Assignment are indicative only. Any delay in the execution of the Assignment cannot give rise to the termination of the Agreement except in the case of a serious breach on the part of Equans proved by the Customer, which will first have to issue it with formal notice by registered post outlining the facts (breaches) and contractual obligations in question and giving it a period of twenty (20) Days (the "Remediation Period"), as of the date of receipt of the registered letter, to remedy the breach or, at least, if the breach(es) cannot reasonably be remedied during the Remediation Period, to propose a remediation plan and to take the appropriate corrective measures to remedy them and to pursue their implementation in a diligent manner. If, at the end of the Remediation Period, the breaches have not been corrected or if the corrective measures taken are not followed up in an effective and diligent manner, the Customer may notify Equans, by registered post, that the Agreement is terminated with immediate effect, as of the date the notification in question is received.

6.2. If the Assignment forms part of a general schedule or a larger project, the terms of this inclusion, as far as the deadlines are concerned, shall be set by mutual agreement before the Agreement is concluded.

6.3. The execution times set out in the Agreement shall be extended:

- if the Assignment is delayed due to circumstances not attributable to Equans and in particular the Force Majeure, because of actions by other intervening parties, the Customer, the Customer's Auxiliaries or third parties;
- in the event of a change in the Assignment;
- if the payment terms are not met by the Customer;
- if a change in the Law results in an extension of the execution of the Assignment.

6.4. Any extension of the deadlines not attributable to Equans shall give rise to an adjustment of the prices to compensate it for the damage suffered, including, in particular, to cover the general expenses, the costs of equipment downtime, the site costs, the wages of mobilised staff, the insurance and surety bond costs as well as loss of income.

6.5. No compensation shall be payable by Equans in the event of delay if not provided for in the Agreement.

If compensation is provided for in the Agreement, the Customer can only claim compensation:

- i. for the part of the delay exclusively attributable to Equans or its Auxiliaries;
- ii. if the delay was not caused by an event of Force Majeure, an unforeseeable circumstance or a case of hardship;
- iii. if the Customer has complied with its obligations;
- iv. if the Customer has suffered direct damage;
- v. if the Customer has sent a formal notice to Equans which has remained without effect for twenty (20) Days.

Conditions i. to v. are cumulative. Equans cannot be held jointly and severally or *in solidum* liable with third parties or any Auxiliaries. Any respect of a milestone shall cancel any previous delays. Indemnities shall be settled between the Parties upon final accounting.

All the indemnities are cumulatively capped at 5 % of the price of the Assignment and are in full discharge. They shall be included in the limitation of liability referred to in Article 8.2. of these General Terms and Conditions.

6.6. If the delay in the execution of the Assignment is directly or indirectly attributable to the Customer or to persons with whom it has contracted, the Customer shall compensate Equans in full for all the damage suffered by Equans.

7. Rights and obligations of Equans

7.1. Equans undertakes to execute the Assignment diligently and professionally and with due regard for the Customer's interests. Unless otherwise provided in the Agreement, its obligations are best-efforts obligations.

7.2. Equans may have or allow its Auxiliaries to perform, under its own responsibility, all or part of the obligations under the Agreement.

7.3. Equans shall take out and keep the following insurance policies in place:

- i. a civil liability insurance policy, a product liability insurance policy and a professional liability insurance policy for the financial consequences of its liability for bodily injuries, material and immaterial damage caused to third parties as a result of its activities, with a limit of 5 million euro (€ 5,000,000) per claim (and per annum in the case of product liability and professional liability); and
- ii. any other insurance policy required by Law, and more specifically a workplace accident or employers liability insurance policy and motor vehicle insurance.

The insured amount referred to above may differ from the limitation of liability set out in Article 8.

Any other coverage, including Contractors All Risk insurance, shall be taken out in function of what will be stipulated in the Special Terms and Conditions.

At the Customer's written request, Equans shall provide proof that the required level of coverage is kept in place.

8. Limitation of liability

8.1. Equans is only liable for any direct damage caused by it or its Auxiliaries.

8.2. The Customer shall exempt Equans from any liability for any and all unforeseeable damage and for any indirect, immaterial or consequential damage it may suffer as a result or on the occasion of the (non-)execution of the Assignment, such as, but not limited to: loss and/or disturbance of enjoyment, operating losses, production losses, loss of revenue, loss of profit in the broadest sense and economic losses of whatever nature, the cost of downtimes, the loss of rental income, non-pecuniary damage, etc.

Unless otherwise contractually provided, Equans's liability, all causes considered, shall in any event be capped to the lower of: (i) thirty per cent (30 %) of the amount remaining due for the Assignment on the date of the event that gave rise to the damage, including any indemnity, and (ii) the amount of the insurance coverage set out in Article 9.11. of the General Terms and Conditions.

8.3. The Parties hereby exclude the application of the rules relating to extra-contractual liability to their relationship, so that any breach in connection with the performance of the Contract may give rise to contractual liability only, without prejudice to any circumstances in which such exclusion is not permitted by Law.

8.4. Likewise, and in pursuance of Article 6.3. of the Civil Code or any other provision of existing or future Law on this matter, any fault or circumstance on the basis of which a Party's Auxiliary (including any sub-Auxiliaries) (for instance, a subcontractor, an employee, a representative or a director) can be held liable and which could also render that Party contractually liable shall be limited to this contractual liability only, to the exclusion, to the fullest extent permitted by any existing or future Law, of any extra-contractual liability on the part of the Auxiliary in question.

8.5. The exclusions and limitations provided for in this Article 8 shall apply only to the extent permitted by law.

9. Rights and obligations of the Customer

9.1. The Customer undertakes to refrain from any act that could harm Equans's interests. It shall also refrain from making (or

accepting), directly or indirectly, offers to/from Auxiliaries, representatives or employees of Equans to execute Assignments for its own account or to recruit them. This prohibition shall apply throughout the term of the Contract and for a period of one (1) year following its termination or expiry. In the event of a breach of the non-solicitation obligation or the prohibition on hiring, the Client shall pay Equans liquidated damages in the amount of EUR 10,000, without prejudice to Equans' right to claim higher compensation to the extent that its actual loss exceeds such liquidated damages.

9.2. The Customer undertakes to communicate, both during the Agreement negotiations and throughout the performance of the Agreement, all the information necessary and/or useful for the execution of the Assignment to Equans so that Equans can properly understand it. The Customer shall communicate this information proactively and in writing.

9.3. By accepting the Offer, the Customer unreservedly and unconditionally guarantees that there is no Law that prevents the execution of the Assignment and declares that, to the best of its knowledge, there is no circumstance that impedes or prevents its execution, whether in whole or in part.

9.4. The Customer shall see to it that the prospective place of execution of the Assignment shall at all times be easily accessible as of the starting date.

9.5. The Customer shall give Equans and its Auxiliaries, free of charge, access:

- i. to any locked rooms at the place of execution of the Assignment, to allow Equans to keep its equipment and supplies safe from theft and deterioration;
- ii. to its sanitary facilities and to any other facilities required by any Law applicable to working relationships and in particular the General Regulations concerning Protection at Work and/or the Codex Well-Being at Work, including any possible amendments in the course of the present Assignment.

9.6. Where necessary, the Customer shall provide Equans with the energy sources required for the proper execution of the Assignment and the comfort of its personnel free of charge: electricity, running water, etc. The connection and consumption costs shall be borne by the Customer.

9.7. The Customer shall supply Equans with a copy of all the Permits required for the execution of the Assignment beforehand and with a copy of any document or plan that is useful for the proper execution of the Assignment. Equans is entitled not to start the Assignment if the Customer fails to supply it with these Permits, authorisations or documents.

9.8. The Customer is responsible for the smooth collaboration between its Auxiliaries and Equans so that the Assignment can be executed in the best possible circumstances.

The Customer itself shall organise the coordination of the Assignment with any other companies working on the execution of the Assignment at the same time.

9.9. The Customer undertakes to inform Equans of any event or issue that may affect the completion of the Assignment.

9.10. The Customer's instructions must be provided in writing to Equans.

9.11. The Customer shall take out and keep the following insurance policies in place:

- i. a civil liability insurance policy and a product liability insurance policy for losses or injuries suffered by persons or damage caused to property, with a limit of minimum five million euro (€ 5,000,000) per claim;
- ii. a professional civil liability insurance policy (faults and omissions) to cover its undertakings and obligations featuring in the Assignments, with a limit of 5 million euro (€ 5,000,000) per claim; and

iii. a fire insurance policy (covering damage to property and operating losses) with a waiver of recourse in favour of Equans; and

iv. any other insurance policy required by Law or the Special Terms and Conditions.

Any other coverage, including Contractors All Risk insurance, shall be taken out in function of what will be stipulated in the Special Terms and Conditions.

The Customer shall provide proof that the required level of coverage is kept in place within one month of the Agreement having come into effect.

10. Price and price revisions

10.1. The price of the Assignment is specified in the Offer. Unless otherwise provided in the Offer, the price is a price at presumed quantities. This price is exclusive of the revision provided for in Article 10.4.

Unless otherwise provided in the Offer, the price is quoted in euro, exclusive of VAT and any other Taxes.

Where applicable, the price of electrical and electronic equipment includes the Recupel contribution.

10.2. If the Offer specifies that all or part of the Assignment is linked to currencies other than the ones in the Offer, the price shall be calculated on the basis of the exchange rate of these currencies on the official market on the date of the Offer.

Any change in the price of this part of the Assignment following a change in the exchange rate shall automatically be reflected in the price of the Assignment by the same amount.

The same applies if, at the moment the Agreement is concluded, the Customer has not yet decided on the supplies to be used in the course of the Assignment and if they are linked to any currency other than the one specified in the Agreement.

10.3. Any increase in the VAT rate or any other new Tax that comes into effect after the Agreement is concluded shall be borne by the Customer.

10.4. Unless otherwise stipulated in the Offer, and unless the revision leads to a price reduction, the price of the Assignment shall be revised annually on the basis of the following formula:

$$P = P * [0.40 * (s/S) + 0.40 * (i/I) + 0.20], \text{ where:}$$

"p" stands for the revised price;

"P" stands for the initial price of the Assignment, to be increased by price surcharges;

"s" stands for the value of the wage index in the construction sector or the technology industry and metal manufacturing sector at the moment of the revision;

"S" stands for the value of the wage index in the construction sector or the technology industry and metal manufacturing sector at the time the Agreement was concluded;

"i" stands for the value of the I-2021 index at the moment of the revision, as determined by the Mercuriale 2021 published by the FPS Economy on a monthly basis¹ or by any other instrument that may replace this Mercuriale;

"I" stands for the value of the I-2021 index at the time the Agreement was concluded, as determined by the Mercuriale 2021 published by the FPS Economy on a monthly basis or by any other instrument that may replace this Mercuriale.

It is specified that the following formula applies to agreements with an international element ($p = P * [0.50 * (s / S) + 0.50 * (i / I)]$), except if these agreements:

- relate to services to be performed in Belgium;
- have been entered into by persons residing in Belgium, both conditions being cumulative.

10.5. The price of the Assignment is based on work carried out during Equans's normal business hours. Any services the Customer asks to be performed outside these business hours

¹ <https://economie.fgov.be/fr/themes/entreprises/secteurs-specifiques/construction/adaptation-des-prix-lindex/mercuriale-index-i-2021>

shall be invoiced at the official wage scales applicable in the Assignment's sector on the invoice date, increased by 10 % and indexed on a quarterly basis in function of any changes in the consumer price index. The same applies to services the Customer asks to be performed on Saturdays, Sundays, public holidays or statutory holidays.

10.6. Equans retains ownership of the work it carried out and of the materials it supplied until the price has been settled in full without prejudice to a potential transfer of risks to be borne by the Customer.

11. Payment terms

11.1. Unless otherwise stipulated in the Offer, a deposit of 30 % of the price is due within five (5) Days of the Agreement having been concluded.

11.2. Unless otherwise provided in the Agreement, Equans shall invoice the Customer on a monthly basis.

Payment shall be effected within thirty (30) days of the invoice date into Equans's account listed on the invoice in question.

11.3. Any invoice that is not disputed within fifteen (15) days of receipt shall be deemed to have been irrefutably accepted by the Customer.

11.4. The Customer is not entitled to withhold or defer payment of whatever amount featuring on an invoice issued by Equans except if the said amount was expressly disputed in writing within the period of fifteen (15) days referred to in Article 11.3, stating the precise and detailed reasons for the dispute. In any event, the amount withheld cannot exceed the part of the invoice effectively disputed. The undisputed balance shall be settled by the contractual due date. The fact that the Customer disputes part of an invoice does not entitle it to suspend payment of any other overdue or future invoices, or warrant a unilateral offset or reduction, unless Equans has given its express consent in writing.

11.5. The Customer is not permitted to delay any payment or to offset any amount owed to Equans because of any debt owed by Equans arising from an Assignment other than the Assignment covered by the Agreement.

11.6. The non-payment or late payment of any invoice, in whole or in part, shall ipso jure and without prior formal notice give rise to:

i. a flat-rate indemnity of 10 % of the amount due, with a minimum of € 125; and

ii. late-payment interest at the applicable interest rate in commercial transactions (Act of 2 August 2002 on combating late payment in commercial transactions) with a minimum of 10 %. In that case, Equans also reserves the right to suspend the execution of the Assignment, after having notified the Customer by post, and to take all the relevant precautionary measures at the Customer's expense (including recovering any equipment that was not paid for), without prejudice to the right to claim any damages resulting from the said suspension. This in no way releases the Customer from the obligation to pay their invoices.

11.7. Where Equans is acting as a subcontractor, it shall at all times be entitled to take direct action against the project owner. The Customer is not permitted to object to any such action.

11.8. Invoices shall be issued, transmitted, and received in a structured electronic format (UBL format compliant with the PEPPOL BIS 3.0 standard), via an exchange network complying with legal requirements.

12. Subcontracting and the choice of materials and means

12.1. Subcontracting

Equans reserves the right to subcontract all or part of the Assignment, where appropriate, with the option to subcontract at various levels, it being understood that subcontracting the entire Assignment is permitted only in the event that Equans acts as the main contractor.

12.2. Imposed subcontracting

12.2.1. If the Customer imposes a subcontractor on Equans, Equans will at all times be entitled to refuse that subcontractor for justifiable reasons.

12.2.2. In the event of agreement on the imposed subcontractor, Equans will not assume any liability for that choice or for the part of the Assignment subcontracted, unless otherwise previously agreed in writing. Unless otherwise previously agreed in writing, the Customer shall bear sole liability for the part of the Assignment entrusted to the imposed subcontractor and pay the price of this subcontract, where appropriate, on top of the price of the Assignment. The Customer shall also bear all the risks associated with this subcontract, including the solvency of the imposed subcontractor.

12.3. Choice of materials and means

12.3.1. Equans chooses the materials and means to be used in the course of the Assignment.

12.3.2. If Equans is not given any discretion as to the choice of a material or a means of execution included in the Assignment and if it does not approve of it, it shall justify its refusal in writing.

If the Customer insists:

- it shall bear all the risks and consequences of its choice.
- Equans, for its part, shall not assume any warranty or liability other than the warranties the supplier grants to Equans.

12.3.3. Equans reserves the right to refuse execution if the Client's choice poses an obvious danger to the safety of persons or property, notwithstanding the Client's persistence.

13. Force Majeure

13.1. Neither Party can be held liable for the total or partial non-fulfilment of its obligations, if this non-fulfilment is caused by an unforeseeable event or the occurrence of an event constituting Force Majeure.

13.2. The Party affected by an event of Force Majeure shall inform the other Party of its occurrence.

13.3. Once an event of Force Majeure arises, the Parties agree to confer with one another without undue delay to determine all the terms on which the execution of the Assignment is to be pursued.

13.4. Any delay, irrespective of its duration, caused by an event of Force Majeure that gives rise to the temporary suspension of the Assignment shall ipso jure and without the payment of compensation give rise to an extension of the initial execution time by a period equal to the duration of the suspension, increased by a period of time that is reasonably necessary to resume the Assignment. All services and work already performed on the date of notification of the Event of Force Majeure shall be paid in full by the Customer.

13.5. If the Force Majeure persists for more than sixty (60) Days, the Party affected by the Force Majeure shall be free to terminate the Agreement without being liable for compensation, by giving written notification to the other Party. However, any part of the Assignment already executed, including the revision and surcharges, shall remain due to Equans in full. Termination shall take effect five (5) Days after the aforesaid notification was sent.

14. Contractual balance: change in circumstances and unforeseeable circumstances

14.1. The Parties agree that they will renegotiate the terms and conditions of the Agreement in the event of a change in circumstances that could not have been foreseen at the time the Agreement was concluded, and which make the execution of the Assignment substantially more expensive for one of them. Renegotiation shall be cumulatively subject to the conditions set out in Article 14.2.

14.2. Each Party is entitled to invoke a change in circumstances if the following conditions are met:

- i. the change in circumstances or the unforeseeable circumstances could not reasonably have been foreseen at the time the Agreement was concluded;
- ii. the hardship or unforeseeable circumstances are not attributable to a fault of the Party invoking them and do not arise out of a risk it contractually agreed to bear or is legally obliged to bear;

iii. the change in circumstances or the unforeseeable circumstances disrupt the contractual balance at the expense of the Party invoking it/them and render(s) the performance of its services substantially more expensive or difficult. Equans' increase in the financial burden or losses exceeding ten percent (10 %) of the Agreement price and/or its addenda and arising out of reported circumstances shall be regarded as a significant disruption of the balance of the Agreement.

14.3. In the event of a request to renegotiate in accordance with the terms of the present Article, the Parties undertake to negotiate in good faith and within thirty (30) Days of the request to renegotiate so as to come to a fair contractual adjustment, in particular of the deadlines, the financial terms and the terms and conditions for execution.

14.4. Equans cannot be forced to perform the Agreement in clearly imbalanced conditions. In the absence of agreement, Equans will be entitled to suspend the performance of its services or seek judicial termination of the Agreement, without being liable for compensation, but subject to any and all relevant precautionary measures being taken and to first sort out any urgent situation that is likely to cause prejudice to the Customer.

14.5. For the duration of the discussions, and unless expressly agreed otherwise, Equans will be entitled to temporarily adapt the terms and conditions for execution of the Assignment within reasonable limits, provided it informs the Customer thereof in advance. It cannot be held accountable for a delay in or a proportionate suspension of the execution, warranted by the change in circumstances or the unforeseeable circumstances invoked.

14.6. In the absence of agreement at the end of a period of thirty (30) Days of the request to renegotiate, either Party will ipso jure be entitled to terminate the Agreement subject to a written notification to the other Party and without being liable for compensation.

15. Tests and acceptance

15.1. Tests

15.1.1. Before the supplies, materials and equipment are used or, where appropriate, during the preliminary operations prior to the Provisional Acceptance, Equans shall prove their conformity with the clauses and terms and conditions of the Agreement by submitting a certificate of approval and technical data sheets.

15.1.2. In cases where Equans is unable to prove the conformity referred to in Article 15.1.1. with documents in support, it shall have tests carried out, the results of which shall be recorded in a report or certificate issued by the body that carried out the tests, and shall be submitted to the Customer prior the Provisional Acceptance.

15.1.3. If the Customer is not represented during these tests, in spite of notice having been given five (5) Days in advance, it will not be entitled to challenge the certificate of conformity or the preliminary acceptance report issued at the end.

15.1.4. The costs associated with conformity testing shall be borne by Equans. The costs of any tests and checks not provided for in the Agreement shall be borne by the Customer.

15.1.5. In cases where the test results are unsatisfactory and except in the case of an unforeseeable event and a strange cause, Equans shall replace the equipment and materials concerned, without any change in the unit prices.

15.2. Provisional acceptance

15.2.1. Once the Assignment has been completed, except for minor work that does not prevent the normal use of work carried out, supplies delivered and/or services provided, and after the contradictory performance of any preliminary tests that may be required on site or in the factory, as well as any other pre-acceptance operations, Equans shall send the Customer a written request for provisional acceptance. Failing a reply within ten (10) Days, Equans shall reissue its request, by registered post, giving the Customer another deadline of five (5) Days. If the Customer does not meet the request within this second

period of time, provisional acceptance shall be deemed to have been acquired on the date of the first request.

15.2.2. Provisional acceptance shall be recorded in a report signed by both Parties, which lists the reservations regarding acceptance and sets the deadline for lifting the reservations.

15.2.3. Any refusal to proceed to provisional acceptance shall be notified by registered post, with a detailed account of the reasons, either within twenty (20) Days of the request for acceptance, or within five (5) Days of the date of the acceptance visit. The Customer cannot refuse acceptance if the Assignment has been completed and if there are only a few minor defects or flaws or if only unsubstantial repairs or adjustments remain to be completed. This work shall be recorded in the report referred to in Article 15.2.2.

15.2.4. If the Customer refuses to proceed to or grant provisional acceptance, Equans may accept the grounds raised and ask for a new acceptance once all the work required has been carried out.

15.2.5. In cases where provisional acceptance is unduly refused, it shall be deemed to have been irrefutably acquired on the date of the first request for acceptance.

15.2.6. The occupancy or use, even in part, by the Customer or a third party of the services, work or supplies Equans provided, executed or delivered, respectively shall count as provisional acceptance and ipso jure entails a transfer of risks even if the Assignment has not been completed yet.

15.2.7. Unless otherwise contractually provided, in cases where Equans is required to produce the as-built plans, the Customer shall be supplied with the plans within sixty (60) Days of provisional acceptance subject to the payment of the final instalment of the price and the release of the surety bond, if any.

15.2.8. Provisional acceptance entails approval of the execution of the Assignment in its apparent state and covers any visible defects. It results in the transfer of risks and the conservation of the work to the Customer. It constitutes the starting point of the warranty period, where appropriate, of the decennial liability and the liability for hidden defects.

15.3. Final acceptance

15.3.1. Unless otherwise contractually provided, final acceptance shall ipso jure be deemed to have been acquired at the end of a period of one (1) year as of the date of provisional acceptance.

15.3.2. If the Agreement provides that Equans shall seek final acceptance, the procedure described in Article 15.2. shall apply mutatis mutandis.

16. Liability for hidden defects

16.1. Liability for hidden defects is one (1) year as of provisional acceptance unless a longer period is mandatory by Law. Every hidden defect shall, under penalty of forfeiture, be reported within thirty (30) Days of its discovery by the Customer. Any hidden defect is presumed to be discovered at the moment the Customer should reasonably have become aware of it. Any liability action for hidden defects must be brought within six (6) months of the defect having been reported. Failing that, the Customer shall be precluded from bringing an action.

16.2. For the period of time referred to in Article 16.1., Equans undertakes to remedy any hidden defects affecting the work covered by the Assignment, provided that such defects appear within one year of provisional acceptance.

16.3. Equans may choose to either repair and/or replace the defective items supplied. Any parts that are repaired or replaced, including the work carried out as part thereof, shall come with a warranty that is identical to the warranty on the initial work, and for an equivalent period of time, on the understanding that, in such a case, the warranty period shall in any event be limited to two (2) years as of the date of provisional acceptance.

16.4. The warranty period only covers defects that occurred under normal conditions of use and maintenance/servicing, as set out in the Agreement, where applicable. It does not apply to defects resulting from causes that arise after the Customer or a third party took charge of the Facility, in particular in the case of

poor maintenance/servicing, wear and tear, or changes/repairs carried out without Equans's consent.

16.5. Any unjustified claim for liability for hidden defects will result in the invoicing of the corresponding direct and indirect costs.

16.6. If provisional acceptance results from the occupancy or use referred to in Article 15.2.6., Equans shall not be obliged to repair the degradation caused by this occupancy or use.

16.7. Equans shall not bear any responsibility for factual and/or legal issues and circumstances it was not aware of or could not reasonably have been aware of in its capacity of a normally prudent and diligent professional placed in the same circumstances. Examples include the quality and the characteristics of the soil, the building or the site where the Assignment takes place, any pollution or discovery on a site.

17. Termination, dissolution and cancellation of the Agreement

17.1. By the Customer

17.1.1 In the event of termination of all or part of the Assignment by the Customer after the Offer was accepted and before Equans incurred any costs, in particular by ordering equipment for the Assignment, the invoices already issued shall remain payable to Equans.

17.1.2. In the event of termination of all or part of the Assignment by the Customer after the Offer was signed and after Equans incurred any costs, in particular by ordering equipment for the Assignment, the Customer shall be obliged to compensate Equans for all the costs so far incurred, including for the services provided and for any termination indemnities due to Auxiliaries of Equans.

17.1.3. In the event of termination of the Agreement by the Customer on the basis of Article 1794 of the former Civil Code or any other succeeding legal provision, Equans will be entitled, by reason of loss of profit, to a flat-rate indemnity of fifteen per cent (15 %), excluding VAT, of the price of the part of the Assignment that has not yet been executed, increased by the compensation Equans will have to pay its own Auxiliaries. Furthermore, all services already performed remain payable by the Customer, as well as any expenses incurred by Equans in order to provide the services - even if they have not yet been implemented - and which Equans is unable to allocate to another purpose.

17.1.4. Pursuant to Article 5.93 of the Civil Code, the Customer is entitled to dissolve the Agreement in the event of manifest and proven serious misconduct, and in all cases set out in the Agreement, without prejudice to any damages compensating for its loss, and subject to compliance with the formalities referred to in Article 6.1.

17.2. By Equans

17.2.1. Equans may terminate the Agreement, without notice or compensation, if the Customer becomes insolvent or where there are competing claims between the Customer's creditors on its assets and, inter alia, in the case of bankruptcy, liquidation or judicial reorganisation.

17.2.2. In accordance with Article 5.93 of the Civil Code, Equans may, without prejudice to any damages compensating for its loss, terminate the Agreement, without notice or compensation, if the Customer commits a serious breach of its obligations. The same applies in cases where the conditions referred to in Article 9.3. of the General Terms and Conditions are no longer met in the course of the Agreement. The example quoted in Article 17.2.3. can be transposed to this Article.

17.2.3. Pursuant to Article 5.59 paragraph 3 of the Civil Code, Equans may, without prejudice to any damages compensating for its loss, declare the Agreement cancelled if the Customer made inaccurate declarations or provided information that led to a material error on the part of Equans. The same applies if the declarations and warranties set forth in Article 9.3. of the General Terms and Conditions are inaccurate. By way of example, Equans may declare the Agreement cancelled if it turns out that the services, work or supplies provided, executed, delivered, respectively are destined for a project other than the one indicated or for a country subject to economic sanctions.

17.2.4. A serious breach shall include, notably, the Customer's failure to pay an invoice following the sending of a formal notice by registered letter, which remains without effect after a period of thirty (30) days from its receipt.

17.3. Notifications

Any termination, dissolution or cancellation of the Agreement, for whatever reason, shall be notified by registered post with a copy by e-mail, the registered letter being the only one with a certain date. It shall be sent to the registered office of the Party concerned.

18. Intellectual property

18.1. Unless stipulated otherwise, the deliverables, work and designs of whatever nature supplied as part of the Assignment shall remain the property of Equans until the price has been settled in full. Equans retains all the intellectual property rights to these deliverables and designs and to any of its methods, tools and know-how.

18.2. Equans is entitled to publish its work subject to the Customer's interests being safeguarded. Equans is also entitled to be quoted as author in related publications, whether by the Customer or third parties.

19. Personal data

19.1. Insofar as Equans processes personal data for the account of the Customer, a subcontracting agreement that is consistent with the GDPR shall be concluded prior to the execution of the Assignment and shall form an annex to the Agreement.

19.2. The Parties agree that they may each use one another's data - including those of their employees, representatives and any other persons involved - as controller for administrative purposes such as, but not limited to, accounting, invoicing and communication.

19.3. Each of the Parties undertakes to inform the persons and Auxiliaries involved in this processing.

20. Confidentiality

20.1. The Parties undertake not to use, disclose or disseminate any confidential information belonging or relating to the other Party, its contracting parties, agents and/or affiliated companies to third parties, other than for the purposes of the Agreement. This obligation continues to stand for the duration of the contractual relationship between Equans and the Customer and for a period of five (5) years after it has come to an end. Confidential information is any information and any documents that are exchanged between Equans and the Customer, whether communicated orally or in writing, and irrespective of the nature of the information or documents and of whether this information and these documents were marked confidential or not.

The Parties shall see to it that the appointees and third parties with whom it needs to share the information for the purposes of the Agreement undertake to comply with obligations at least as binding as those referred to in the present Article.

20.2. Confidential information does not include any information that is: (i) already in the possession of the receiving Party at the moment it is disclosed to the receiving Party, or (ii) already in the public domain (other than because it was disclosed by the receiving Party in breach of the present Agreement) after it was disclosed to the receiving Party; or (iii) disclosed to the receiving Party by a third party, if the receiving Party is unaware that the third party in question was not permitted to disclose the confidential information.

20.3. Equans may issue the Customer with notice in writing if the Customer, its appointees or any third party to whom it disclosed the confidential information act in breach of this clause. The Customer shall compensate Equans for all the damage suffered. In the event of a breach of this clause by a Party, its representatives, or any third parties to whom it has disclosed the confidential information, the aggrieved Party may issue a written formal notice to the other Party. The breaching Party shall indemnify the other for any damages suffered.

20.4. Equans shall treat the knowledge arising out of the execution of the Assignment as confidential.

20.5. Notwithstanding the provisions of this Article 20, no provision in the present Agreement shall prevent the receiving Party from disclosing confidential information from the disclosing Party if the receiving Party is legally obliged or compelled to do so by, inter alia, a governmental or judicial investigative body as part of procedures within the competence of the body concerned, on condition however that the receiving Party, prior to proceeding to this required or enforced disclosure: (i) affirms the confidential nature of this confidential information to the body concerned; (ii) promptly notifies the disclosing Party in writing of any such disclosure order or requirement - if permitted to do so and/or if reasonably possible -; and (iii) gives the disclosing Party every assistance to protect itself against or limit any such disclosure and/or to obtain a protection order, the confidential handling and/or any remedy that reduces the extent of the required or enforced disclosure and to protect its confidentiality. In cases where a protection order, the confidential handling and/or any other remedy is denied, or if the disclosing Party fails to comply with the provisions of the present Agreement as applied to any such required or enforced disclosure, the receiving Party may, without incurring any liability, disclose the confidential information of the disclosing Party insofar as it is legally required or obliged to do. The receiving Party shall only supply that part of the confidential information of the disclosing Party whose disclosure is legally required and shall make every reasonable and diligent effort to obtain reliable assurances that this confidential information thus disclosed will be treated as confidential.

20.6. Unless otherwise provided in writing, Equans is authorised to use the name and the address of the Customer and a description of the Assignment for its own marketing purposes.

21. Ethics, environment and social responsibility

21.1 The Customer declares that it has read and agrees to adhere to Equans's commitments in terms of ethics, environmental and social responsibility as defined in Equans's reference material, and undertakes to respect them. These commitments and, in particular, the Code of Ethics and the Anti-Corruption Code of Conduct of the Bouygues Group, are available on the website www.equans.com and more specifically at <https://www.equans.be/en/our-commitments/ethics-and-conformity>.

21.2. The Customer declares and guarantees to Equans that it complies and will comply with all rules of national and international law applicable to the present Agreement (including any potential developments during the term of the present Agreement) with regard to:

- human rights and fundamental freedoms, in particular the prohibition of using child labour or any other form of forced or compulsory labour;
- embargoes, arms and drug trafficking and terrorism;
- trade, import and export licences and customs;
- health and safety of appointees and third parties;
- work, immigration and the prohibition of illegal work;
- environmental and climate protection;
- economic offences, such as corruption, fraud, influence peddling (or an equivalent offence under the domestic legislation applicable to the present Agreement), swindle, theft, misuse of corporate assets, counterfeiting, forgery and the use of forged documents, and any related or similar offences;
- the fight against money laundering;
- competition law;
- privacy law.

21.3 Equans is at all times entitled to ask the Customer to provide proof that it has complied with the requirements under this Article, and to carry out or have inspections carried out at any time, subject to prior notification and at its own expense.

21.4. The Customer shall inform Equans, without delay, of any breach, or of any issue or fact that could constitute a breach of

the aforementioned rules, in the context of the present Agreement.

21.5. Any breach of the provisions of the present clause shall constitute a serious breach of contract, entitling the non-defaulting Party to suspend and/or terminate the Agreement, at the sole fault of the defaulting Party, in accordance with the terms and conditions set out in the present Agreement.

21.6. Equans also undertakes to comply with these codes of conduct.

22. Security of the information systems

22.1. As part of the performance of the Agreement, Equans undertakes to implement any reasonable technical and organisational measures, consistent with the generally recognised standards in the sector, designed to contribute to the security of the information systems and of the data processed. These measures shall be determined by Equans based on the nature and scope of the services provided, of the risks identified and of the information communicated by the Customer. Equans shall retain complete discretion in determining, modifying and applying these measures, as long as they are consistent with its contractual undertakings.

22.2. Equans shall inform the Customer, without undue delay, of any security incident Equans became aware of if it has an impact on the performance of the Agreement. Equans undertakes to cooperate in good faith, at the Customer's written request, by supplying any relevant information on the nature of the incident and the corrective measures taken, as long as this communication is consistent with its own obligations of confidentiality, security and its regulatory or contractual compliance.

22.3. Equans's security-related undertakings are a best-efforts obligation, assessed exclusively in light of the obligations expressly stipulated in the Agreement and the information actually provided by the Customer. In no case can Equans be obliged to implement any measures, practices or standards that have not been expressly provided for, including those arising from sectoral, regulatory or professional standards that have not been expressly incorporated into the Agreement.

22.4. Equans does not assume any liability for any aspects that fall within the Customer's technical, organisational or operational scope. Accordingly, it is up to the Customer, on its own responsibility and at its own expense, to put and keep all the relevant security measures in place to protect its own technical environment, more specifically in terms of the configuration of its systems, access management, the supervision of its equipment, the maintenance of its infrastructures, including the securitisation of its networks, even if they are supplied or operated by third parties.

22.5. Notwithstanding any other provisions in the Agreement, Equans cannot be held liable for any incident or damage caused by, inter alia, the inappropriate use of the services or a non-compliant configuration implemented by the Customer; malfunctions, downtimes or faults affecting a component, a piece of software or an external infrastructure that is not supported, maintained or configured by Equans; vulnerabilities or security incidents affecting a system the Customer is responsible for; configuration errors, poor management of the accesses or the incorrect operation of the systems or environments the Customer or its subcontractors are responsible for; the use of equipment or networks that are not properly secured, used or operated by the Customer; any unauthorised access or malicious acts in the Customer's technical or organisational environment; so-called "zero-day" attacks; or any other external, reasonably uncontrollable security event, in particular when attributable to a third party, such as a state actor or an advanced cybercrime entity.

22.6. In any event, Equans can only be held liable under this Article if it is found to be in serious breach of its obligations in which case its liability shall be strictly limited to any proven direct damage, expressly to the exclusion of any indirect, consequential or immaterial losses, such as, inter alia, operating losses, the

loss of data, the loss of turnover, clientele, damage to image or reputation.

23. Notifications

All communications or notifications between the Parties under the Agreement shall be made by e-mail at the address and to the persons listed in the Special Terms and Conditions of the Agreement or provided at the time of its conclusion or at any other address or to any other addressee either Party communicates in the course of the performance of the Agreement. By way of exception, communication shall be sent by registered post whenever the Agreement, including the General Terms and Conditions, so provides. Failing further specification in the Agreement's Special Terms and Conditions, communications shall be sent to the address of the registered office and to the person designated as Assignment manager at the start of the Agreement.

Emails, exchanges via digital platforms, scanned copies and electronic signatures shall constitute admissible evidence and shall have the same probative value between the Parties as an original document executed with handwritten signatures.

24. Severability and waiver

24.1. If any provision (or part of a provision) of the General Terms and Conditions proves to be unenforceable or incompatible with a mandatory provision, this will not affect the validity and enforceability of the other provisions of the General Terms and Conditions, nor the validity and enforceability of the part of the provision in question that is not unenforceable or incompatible with a mandatory provision. In such case, the Parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that most closely approximates the purpose and intent of the initial provision. In case of refusal or failure of renegotiations within a reasonable time, the judge may, at Equans' request, decide on an alternative clause and determine its content.

24.2. Any Party's failure to or delay in exercising a right or remedy provided for by the General Terms and Conditions or by Law, or the single or partial exercise of such a right or remedy, does not constitute a waiver of that right or remedy or of any other right or remedy, and does not prevent or limit the future exercise of that right or remedy or of any other right or remedy.

25. Disputes and applicable law

25.1. Mediation

Each dispute relating in particular to the validity, formation, interpretation, performance or termination of the Agreement, as well as any issue or dispute relating to the Agreement, an attempt shall be made to reach an amicable settlement firstly at the senior management level of the Parties and then through mediation before the matter is brought before the courts. Mediation is governed by the Judicial Code. The Parties shall, in equal shares, advance the costs and fees of the procedure. Unless otherwise agreed between the Parties, no legal proceedings can be instituted before the agreed procedure is resorted to, with the exception of any provisional and protective measures that do not preclude recourse to mediation.

25.2. Choice of forum

If mediation fails, any dispute relating to the validity, interpretation, performance or dissolution of the Agreement shall fall within the jurisdiction of the courts of the registered office of Equans.

26. Applicable law

The Agreement and all rights and obligations directly or indirectly arising therefrom are governed by Belgian law.

General Terms and Conditions of Maintenance

1. Maintenance

1.1. Preventive maintenance

Preventive maintenance refers to actions taken to periodically and/or occasionally ensure that systems are functioning properly over the term of the Agreement, through testing under real conditions, as well as to perform general preventive maintenance on the Facilities. Equans carries out preventive maintenance operations in accordance with the manufacturers' specifications, applicable standards and the frequencies and conditions of the programme set out in the Special Terms and Conditions, which covers all ranges of maintenance of equipment that may be encountered in any type of building. Scheduled interventions are carried out on Days between 8:00 and 16:30, except in events of Force Majeure. Preventive maintenance includes the following operations:

- scheduled preventive maintenance and servicing;
- operation of equipment, whereby Equans will take the necessary steps to ensure that the Facilities function as designed and built;
- replacement of wear parts and supply of Consumables necessary for maintenance work when specified in the Special Terms and Conditions;
- monitoring of the Facilities, of which are defined in the Special Terms and Conditions, whereby Equans will take the necessary steps to ensure the availability and operational reliability of the Facilities, and their safe use.

1.2. Curative maintenance

Curative maintenance covers interventions aimed at remedying reported malfunctions or breakdowns. These repair interventions enable the affected Facilities to be put back into service and repaired. Curative maintenance is provided via the service desk, which receives and manages intervention requests 24h/24 and 7d/7, or via Equans's interactive online platform. Except in cases of Force Majeure, Equans will respond within the time limits specified in the Special Terms and Conditions or, failing that, within a reasonable time frame taking into account the nature of the defect and technical constraints. The cost of these services is defined in the Special Terms and Conditions.

1.3. Conditional maintenance

Conditional maintenance may be applied on a non-systematic basis to the Facilities in order to assess their wear and tear and end of life. The arrangements relating to the conditional maintenance of the Facilities shall be determined in the Special Terms and Conditions. Conditional maintenance is based on the collection, analysis and processing of technical data generated by the Facilities. Conditional maintenance aims to detect abnormal behaviour and issue alerts to anticipate potential malfunctions. Alerts are generated automatically by Equans's monitoring systems or predictive analysis models. They are risk indicators and not a definitive diagnosis. They do not imply any obligation to achieve a certain result with regard to the prevention of an incident, but rather a best-efforts obligation in the context of monitoring and analysis. Any intervention carried out following an alert is subject to a separate assignment order. Unless otherwise stipulated, the costs associated with interventions, travel, spare parts or additional services are invoiced on a time and materials basis, at the rates provided for in the Special Terms and Conditions. The Customer guarantees access to the data necessary for the proper functioning of the service, as well as the minimum operating condition of the sensors or collection devices. Equans is not responsible for the consequences of erroneous or missing alerts when these result from incomplete, defective or unavailable data due to the Customer or third parties.

1.4. Regulatory maintenance

The Party responsible for regulatory controls carried out by approved bodies, in particular the SECT/EDTC (technical control services), shall be designated in the Special Terms and Conditions. Equans undertakes to make recommendations to

ensure that all applicable regulations and legal provisions are complied with, in particular with regard to safety and the environment. In addition, Equans shall inform the Customer of any modifications or replacements of equipment to be made to existing Facilities in order to keep them in compliance with the regulations in force. The cost of these modifications and replacements shall be borne by the Customer.

1.5. Special technical services

Special technical services specific to each type of Facility shall be defined in the Special Terms and Conditions.

1.6. Equans's commitments

Within the scope of its Mission, Equans undertakes to:

- carry out controls, measurements and analyses relating to user comfort conditions and the proper functioning of equipment;
- provide a periodic report on the condition of the managed Facilities;
- have the statutory controls relating to the Facilities carried out by approved bodies, where this obligation falls on it under the Special Terms and Conditions;
- provide personnel assistance during statutory controls, where this obligation falls on it under the Special Terms and Conditions.

1.7. General exclusions

The following, in particular, are not included in the Maintenance Assignment:

- structural or functional modifications to the Facilities;
- any work to modernise or improve existing equipment;
- any work to bring the equipment into compliance with existing or future standards;
- replacement of parts that are worn, defective or damaged as a result of negligence, abnormal use or a supply failure (water, gas, electricity);
- repairs to obsolete equipment for which parts are no longer available on the market;
- any intervention made necessary due to the absence of prior maintenance carried out by a third party.

Any excluded service may be provided on the basis of a new Offer. Specific exclusions may also be provided for in the Special Terms and Conditions.

2. Additional work

The Customer may entrust Equans with work not initially provided for in the Agreement. Minor work will be carried out on a time and materials basis according to the rates attached to the Offer, with services being charged according to qualification and, failing that, at the official hourly rates commonly in force in the profession. Any supplies will be invoiced at the current price. The performance of work relating to a Significant Malfunction will be subject to quotations submitted for the Customer's prior approval. All additional work is subject to the General Terms and Conditions and General Terms and Conditions of Maintenance.

3. Access to the Facilities and Customer commitments

3.1. Communication

In the event of abnormal operation, the Customer undertakes to notify Equans as soon as it becomes aware of the problem. The report shall be made by telephone and confirmed by e-mail with a description of the malfunction observed. Except in cases of Force Majeure reported by one of the Parties, in the event of a Significant Malfunction, the Customer shall be satisfied as soon as possible and at the latest within twenty-four (24) hours of the Day of receipt of the aforementioned e-mail, provided that the intervention does not require the supply of equipment. Where applicable, the Customer shall refrain from carrying out work itself or through others without first notifying Equans. It remains responsible for all interventions carried out on the Facilities by its personnel or its Auxiliaries or any third party not authorised by Equans.

3.2. Access

The Customer shall guarantee Equans and its Auxiliaries free, immediate, secure and appropriate access to the Facilities and

premises concerned throughout the term of the Agreement. The Customer shall provide Equans with the rooms necessary for its personnel and for the storage of equipment, sanitary facilities and the necessary fuel, water and electricity, free of charge.

3.3. Preparation of the Facilities

The Customer undertakes to keep the Facilities clean and accessible and to provide all available technical documentation as soon as the Agreement takes effect. Unless otherwise specified in the Special Terms and Conditions, the Customer shall, at its own expense, ensure that the power is cut off or restored when this requires the intervention of an approved third party or a grid operator.

3.4. Safety

The Customer shall take all necessary and useful measures to ensure the safety of Equans's personnel and its Auxiliaries, in particular by ensuring that the premises comply with the applicable prevention rules.

3.5. Failure by the Customer to comply with its obligations

If the Customer fails to comply with its obligations, Equans shall be entitled to suspend its supplies and services without any particular formalities. Furthermore, if the formal notice sent by Equans to the Customer's registered office, requesting the Customer to comply with its obligations, remains unanswered within (fifteen) 15 days of receipt of the said registered letter, the Agreement may ipso jure be terminated - in its entirety or for the part not yet performed - and at the sole fault of the Customer, who shall be required to pay for the services already performed by Equans and to compensate Equans for any damage suffered as a result of the termination of the Agreement. Equans shall, however, be entitled to demand that the performance of the Agreement be continued and shall notify the Customer of its decision without delay.

4. Spare parts, materials and equipment

4.1. Supply

Unless otherwise specified in the Special Terms and Conditions, Equans shall supply the Consumables necessary for the maintenance operations defined in Article 1 of the General Terms and Conditions. In the event of unavailability, supply disruption or exceptional transport issues due to Force Majeure, the performance deadlines shall be adjusted by mutual agreement between the Parties.

4.2. Ownership

Replaced parts become the property of Equans, unless the Customer makes a written request before the start of the maintenance services as defined in Article 1 of the General Terms and Conditions. All tools, methods, developments, documentation, software, reports, analyses and any other items provided or implemented by Equans in connection with the maintenance services shall remain its exclusive property, whether they were created previously or specifically developed in connection with the Agreement. Unless expressly agreed otherwise in writing, there shall be no transfer of intellectual property rights to the Customer.

5. Intervention report and documentation

Equans shall prepare and provide the Customer with a detailed report on the condition of the Facilities whenever necessary and in any case at least once a year. The technical information provided by Equans does not constitute a guarantee of the overall performance of the Facilities.

6. Limitation of liability specific to the operating assignment

6.1. Equans's liability shall be limited at the lower of: (i) the amount of the annual fee invoiced in the twelve (12) months preceding the damaging event, and (ii) the amount of the insurance coverage set out in Article 12 of the General Terms and Conditions of Maintenance.

6.2. Equans shall in no event be held liable for:

- any indirect damage;

- any immaterial damage such as, in particular, operating losses, loss of revenue, loss of customers, the cost of operational interruption, etc.;
- damage caused by the Customer, its Auxiliaries, or any third party not authorised by Equans;
- any damage caused by the Facilities and attributable to negligence or abnormal or non-compliant use of said Facilities by the Customer or its Auxiliaries;
- the intervention of external persons or companies on the Facilities;
- any defects or failures in the Facilities covered by the manufacturer's or builder's warranty other than Equans.

6.3. Furthermore, Equans cannot be held liable in any case where the Customer has not fulfilled its obligations under the General Terms and Conditions or the General Terms and Conditions of Maintenance.

6.4. Equans also cannot be held liable for any damage resulting from Force Majeure and, more generally, in the event of circumstances or events beyond its control that make it impossible to perform all or part of its maintenance interventions.

6.5. The exclusions and limitations provided for in this Article 6 shall apply only to the extent permitted by law.

7. Warranties

Commitments relating to total warranty, energy management or quality shall not be applicable, unless otherwise stated in the Special Terms and Conditions.

8. Contractual warranties from the installer

Acceptance of the Agreement by the Parties shall in no way release the installer who installed the Facilities from its contractual warranties. The Customer undertakes to exercise, without delay, any recourse relating to such warranties. The Customer shall diligently remedy any construction defects and/or design errors reported to it by Equans.

9. Subcontracting

Equans may entrust all or part of the Assignment to any Auxiliaries, under its responsibility, in accordance with Article 12 of the General Terms and Conditions. The Customer expressly authorises these Auxiliaries to access the Facilities.

10. Price revisions

10.1. Operation

The amount of the technical management fee has been established on the basis of the economic conditions on the dates shown opposite the So, MMo and I₀₂₀₂₁ indexes. It shall be subject to revision at each fluctuation according to the following formula:

$$P = 0.20 P_0 + 0.80 P_0 (0.9 S/S_0 + 0.05 MM/MM_0 + 0.05 I_{2021}/I_{02021})$$

Where:

- P = Revised fee
- P₀ = Base fee
- S = Index relating to the average hourly wage in the construction sector or the technology industry and metal manufacturing sector
- S₀ = Base value of the base index S on the date of the Offer
- MM = Index of materials relating to the separate central heating markets for social housing markets and published by Embuild
- MM₀ = Initial MM value on the date of the Offer
- I₂₀₂₁ = Index of materials relating to public works contracts published by Embuild
- I₀₂₀₂₁ = Initial value I₂₀₂₁ on the date of the Offer

It is specified that the following formula applies to agreements with an international element ($P = P_0 (0.9 S/S_0 + 0.05 MM/MM_0 + 0.05 I_{2021}/I_{02021})$), except if these agreements:

- relate to services to be performed in Belgium;
- have been entered into by persons residing in Belgium, both conditions being cumulative.

10.2. Total warranty

The amount of the annual fee for the total warranty has been established on the basis of the economic conditions on the dates shown opposite the So, MMo and Io2021 indexes. It shall be subject to revision at each fluctuation according to the following formula:

$$P = 0.20 P_0 + 0.80 P_0 (0.6 S/S_0 + 0.2 MM/MM_0 + 0.2 I_{2021}/I_{02021})$$

Where:

- P = Revised fee
- P₀ = Base fee
- S = Index relating to the average hourly wage in the construction sector or the technology industry and metal manufacturing sector,
- S₀ = Base value of the base index S on the date of the Offer
- MM = Index of materials relating to the separate central heating markets for social housing markets and published by Embuild
- MM₀ = Initial MM value on the date of the Offer
- I₂₀₂₁ = Index of materials relating to public works contracts published by Embuild
- I₀₂₀₂₁ = Initial value I₂₀₂₁ on the date of the Offer

It is specified that the following formula applies to agreements with an international element ($P = P_0 (0.6 S/S_0 + 0.2 MM/MM_0 + 0.2 I_{2021}/I_{02021})$), except if these agreements:

- relate to services to be performed in Belgium;
- have been entered into by persons residing in Belgium, both conditions being cumulative.

11. Monthly invoicing

Invoicing will be on a monthly basis, in twelfths, at the end of each month. The price revision provided for in Article 10 of the General Terms and Conditions of Maintenance will be carried out monthly on the basis of current indexes.

12. Liability and insurance

12.1. Equans shall cover, at its own expense, with an insurance company, the liabilities arising from the performance of the Agreement, through an operating civil liability policy (which covers professional civil liability, civil liability after delivery and product civil liability). The coverage amount shall be **EUR 5,000,000 (five million euros)** per claim and per year for bodily injuries and material damage combined that are the direct and immediate result of a fault on the part of Equans.

12.2. The Customer releases Equans from any obligation with regard to the risks of fire, explosion and water damage.

12.3. Equans shall provide, at the Customer's request, the certificates of coverage that may be required annually.

13. Duration of the Assignment

The Maintenance Assignment is concluded for a period of one (1) year, tacitly renewable unless one of the Parties gives written notice to the contrary at least two (2) months before the expiry date.

14. End of the Assignment and transfer of information

At the end of the Agreement, Equans shall provide the Customer, upon request and in strict compliance with Article 19 of the General Terms and Conditions, with the elements necessary for the continuity of maintenance operations, insofar as such documents are in its possession and do not constitute confidential information belonging to Equans or third parties.

15. Fee

The annual fee for all services and supplies provided as part of the operation shall be detailed in the Special Terms and Conditions.