



GENERAL PURCHASING CONDITIONS FOR THE SUPPLY [AND INSTALLATION] OF ELECTRICAL EQUIPMENT

Table of contents

- 1. FIELD OF APPLICATION.....5
- 2. DEFINITIONS5
- 3. HIERARCHY AMONG DOCUMENTS7
- 4. INTERPRETATION..... 8
- 5. JOINT AND SEVERAL LIABILITY8
- 6. SUBCONTRACTING 8
- 7. TSO’S COOPERATION.....9
- 8. STAFF.....9
 - 8.1 General9
 - 8.2 Independence with regard to the TSO.....9
 - 8.3 Representative of the Contractor9
 - 8.4 [Attendance list].....10
- 9. ACCESS TO THE PREMISES OF THE CONTRACTOR BY THE TSO.....10
- 10. QUALITY OF SERVICES10
- 11. PACKAGING, LABELLING AND STORAGE11
 - 11.1 Packaging.....11
 - 11.2 Labelling11
 - 11.3 Storage.....11
- 12. SHIPMENT AND DELIVERY12
 - 12.1 Shipment12
 - 12.2 Delivery times12
 - 12.3 Unloading12
- 13. DOCUMENTATION12
 - 13.1 The TSO’s Documentation12
 - 13.2 Contractor’s Documentation13
- 14. SAFETY13
 - 14.1 General.....13
 - 14.2 [Safety and health coordination]13
 - 14.3 [Coordination log]14
- 15. [CONSTRUCTION SITE MEETINGS]14
 - 15.1 Preparatory meeting for the opening of the Construction site.....14
 - 15.2 Construction site opening meeting14
 - 15.3 Safety information meetings15
 - 15.4 Construction site meetings15
- 16. [ORGANISATION OF THE CONSTRUCTION SITE]15
- 17. [DELIVERY OF SUPPLIES NECESSARY FOR THE PERFORMANCE OF INSTALLATION WORKS]..16

18.	[DISCOVERIES DURING WORKS]	16
19.	ADMINISTRATIVE AUTHORIZATIONS	16
20.	ROAD TRAFFIC	17
21.	LOCAL CIRCUMSTANCES	17
22.	ENVIRONMENT AND PUBLIC LAW	17
22.1	Compliance with laws and regulations.....	17
22.2	Waste and excess material removal.....	17
22.3	[Environmental damage].....	17
22.4	Environmental management system	18
23.	VARIATIONS	18
23.1	Variation proposed by the Contractor	18
23.2	Variation required by the TSO	18
23.3	Form	18
23.4	Principles	19
23.4.1	General	19
23.4.2	Comparative offers.....	19
23.5	Disputes related to variation	19
23.6	Urgency	20
24.	PRICE	20
24.1	General.....	20
24.2	Lump sum prices	21
24.3	Unit prices.....	21
24.4	Hourly/daily rates.....	21
24.5	Overtime by the Contractor.....	21
25.	SERVICE PROVIDING IN CASE OF LATE PAYMENT	21
26.	OFFSETTING	21
27.	CUSTOMS CLEARANCE	21
28.	DEADLINES AND PLANNING	21
28.1	Deadlines.....	21
28.2	Planning.....	22
29.	TESTS AND ACCEPTANCE	22
29.1	Tests.....	22
29.1.1	FAT (“Factory Acceptance Tests”).....	22
29.1.2	[SAT (“Site Acceptance Tests”) or Handover on site]	22
29.2	[Trial operation prior to Provisional Acceptance (“Commissioning”)]	22
29.3	Provisional Acceptance	23
29.3.1	Granting of Provisional Acceptance	23
29.3.1.1	Provisional Acceptance procedures.....	23
29.3.1.2	Documents to be provided for Provisional Acceptance.....	23
29.3.1.3	Unconditional Provisional Acceptance	24
29.3.1.4	Provisional Acceptance with reservations	24

29.3.2	Refusal of Provisional Acceptance.....	24
29.4	Final acceptance and end of warranty	24
29.5	Inspection of the TSO	24
30.	TRANSFER OF PROPERTY AND RISK.....	24
30.1	Transfer of Property.....	24
30.2	Transfer of Risk	25
31.	INTELLECTUAL PROPERTY RIGHTS AND TRANSFER OF KNOW HOW	25
31.1	Background IP	25
31.2	IP in Developments	25
31.3	IP in Standard Software.....	26
31.4	Moral Rights	26
31.5	Know how	26
31.6	Source code	26
31.6.1	Developments	26
31.6.2	Standard Software	26
31.7	Third party rights and indemnification.....	27
32.	WARRANTY	28
32.1	Warranty term.....	28
32.2	Obligations of the Contractor	28
32.2.1	General	28
32.2.2	Serial defect.....	29
32.2.3	Software.....	29
32.3	Obligation of the TSO	29
32.4	Warranty period and extension.....	29
33.	MAINTENANCE, TECHNICAL SUPPORT AND SPARE PARTS.....	30
34.	[PROVISION OF MATERIAL BY THE TSO]	30
35.	SUSPENSION OF THE CONTRACT.....	30
36.	TERMINATION	31
36.1	Termination for cause	31
36.2	Termination for Convenience.....	31
36.3	Termination for change in law.....	32
36.4	Right of replacement	32
37.	LIABILITY	32
38.	INSURANCE	33
38.1	General.....	33
38.2	Transport	33
38.3	Workplace accidents and third-party motor insurance.....	33
38.4	Liability insurance [and construction all risk insurance]	33
38.4.1	Liability insurance	34
38.4.2	Construction All-Risk insurance (CAR)	34
39.	FORCE MAJEURE	34

40.	HARDSHIP	35
41.	CONFIDENTIALITY	35
41.1	Confidential Information.....	35
41.2	Confidentiality obligations.....	36
41.3	Confidentiality obligations duration.....	36
41.4	Disclosure.....	36
41.5	Breach of confidentiality and gross negligence.....	36
42.	PROCESSING OF PERSONAL DATA.....	37
43.	RESOLUTION OF TECHNICAL DISPUTES	37
44.	MISCELLANEOUS PROVISIONS	38
44.1	Non-exclusivity	38
44.2	Assignment.....	38
44.3	Delegation by the TSO	38
44.4	Languages.....	38
44.5	Independence between the Parties	38
44.6	Complaints.....	39
44.7	Waiver	39
44.8	Severability.....	39
44.9	Anti-competitive practices.....	39
45.	REPRESENTATIONS.....	39
45.1	Accuracy of the representations	39
45.2	Absence of conflict of interest.....	39
45.3	The Contractor's status.....	40
45.4	Anti-corruption and anti-bribery laws	40
45.5	Binding obligations and absence of conflict with other obligations	40

1. FIELD OF APPLICATION

The contractual relationships between the Contractor and the TSO (jointly referred to as the "Parties") are exclusively determined by these General Purchasing Conditions for the Supply [and the Installation] of Electrical Equipment ('GPC ELECTRICAL EQUIPMENT') and the other Contractual Documents as defined in Article 2 below, if nothing else has been agreed by the Parties in accordance with these terms.

Any general terms and conditions of the Contractor that contradict, deviate from or supplement these GPC ELECTRICAL EQUIPMENT are not accepted and are rejected by the TSO, unless the incorporation of such terms has been agreed in writing by the TSO.

The English version of these GPC ELECTRICAL EQUIPMENT will prevail in case of discrepancies between the original English version and its translations (Dutch, French and German). Wherever a Belgian or German law legal term or concept highlighted by italics has been used in these GPC ELECTRICAL EQUIPMENT, such Belgian or German law legal term or concept shall be authoritative. Furthermore, where the Contract including these GPC ELECTRICAL EQUIPMENT is subject to German/Belgian law, the language used in the original English version shall be construed as referring to the underlying concepts of German/Belgian law.

These GPC ELECTRICAL EQUIPMENT shall apply to all Contracts entered into by the TSO as a purchaser for the supply [and the Installation], and maintenance if need be, of components and systems, including transformers (including phase shifters, ancillary & earthing transformers), reactors, capacitor bank, high voltage equipment (circuit breakers, load switches, isolator switches, earthing switches, transducers, surge arresters), pylons, poles, lattice towers, conductors, high-voltage cables, fibre-optic cables, technical control and regulation systems and their accessories, devices, protection equipment, protection systems, supplementary measuring, control and steering units and their attachments (including service programs) (hereafter the "Goods") and any associated services, including but not limited to, development, creation of design documents, factory testing, tuning, transport, delivery, unloading, on-site testing, supervision of works, commissioning, inspection reports, relevant preparation work and assembly, or clean-up of the Site after the performance of the Services, training and to all other Contracts for the supply [and Installation] of the Services incorporating those GPC ELECTRICAL EQUIPMENT.

The Contract will determine the scope of the Contract and will qualify the Services.

When concluding a Contract with the TSO including these GPC ELECTRICAL EQUIPMENT, the Contractor authorizes all Affiliates of the TSO to order Services on basis of this Contract and, unless agreed otherwise in writing, the terms and conditions of this Contract (including these GPC ELECTRICAL EQUIPMENT) shall govern the contractual relationship between the Contractor and this Affiliate. If an Affiliate orders Services under this Contract, the TSO will not be responsible of the rights and obligations of this Affiliate.

2. DEFINITIONS

Affiliated Company or Affiliate: in relation to a company, any company, which directly or indirectly controls, is controlled by or is under joint control with that company (*verbundenen Unternehmen* if the Contract is subject to German law, *verbonden onderneming / société liée* if the Contract is subject to Belgian law). For this purpose, a company is deemed to control another company if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.

Background IP: means any and all Intellectual Property Rights held, controlled, developed and/or acquired by a Party outside of the framework of the Contract.

Best Practice: Means *allgemein anerkannte Regeln der Technik*, if the Contract is subject to German law and *volgens de regels van de kunst / dans les règles de l'art* if the Contract is subject to Belgian law.

Bidder: the company or group of companies (in case of a consortium) which submits a bid to the TSO and which has not (yet) received a PO.

[Construction site: the area within the Site where the Installation must be carried out.]

Contract: any agreement between the TSO and the Contractor incorporating these GPC ELECTRICAL EQUIPMENT.

Contractor: the company or group of companies (in case of a consortium) that enters into a Contract with the TSO.

Contractual Documents: the whole formed by the documents relating to each Contract considered individually, namely, as applicable, (1) the Service(s) description of the TSO, (2) documents which state the requirements and needs of the TSO (these documents ((1) and (2)) are referred to hereafter as the "Call for Tender"), (3) the bid of the Contractor (to the exclusion of any general terms and conditions included or referred to in his bid), (4) any subsequent negotiation document, (5) the purchase order(s) (PO), (6) the execution planning and/or works reports, (7) the GPC ELECTRICAL EQUIPMENT and (8) the applicable SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY incorporated into the Contract and (9) any additional documents incorporated into the Contract and addenda thereto, if any.

Days: unless stated otherwise in the Contract, the term Days is to be understood as calendar days and includes Saturdays, Sundays, public holidays, holidays, and closing days.

DDP Incoterm: Delivery Duty Paid, as defined in the latest edition of Incoterms current at the date of the Contract or of its renewal;

Documentation: any plan, instruction for use, calculation or any other document drawn up in connection with the Contract.

FAT: Factory Acceptance Test, as defined in Article 29.1.1;

Good: has the meaning assigned to it in Article 0.

General Purchasing Conditions Electrical Equipment (GPC ELECTRICAL EQUIPMENT): These General Purchasing Conditions for the Supply [and the Installation] of electrical equipment

[Installation: All works and services necessary to implement the Goods and make the Goods ready to use and operational. The Installation consists of the erection and mounting of the equipment in its final position, its final configuration, its connection, the necessary tests and/or final tuning and tests (depending on the Electrical Equipment), so that the Goods are ready for Provisional Acceptance.]

Intellectual Property Rights (IP): means any and all rights, title and interest in copyrights (including, without limitation, copyrights in plans, drawings, programs, software (including source codes) and semiconductor topographies), patents, utility certificates and models, designs (whether registered or unregistered), trademarks and trade and business names, domain names, databases, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical information, rights in the nature of unfair competition rights, rights to sue in passing off, the benefit of all registrations and applications to register any of the

foregoing, any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.

Party: The Contractor or the TSO (together the Parties).

PO (Purchase Order): written order (including its annexes) placed by the TSO to the Contractor;

Provisional Acceptance: is referred to provisional acceptance in Contracts governed by Belgian law and to acceptance in Contracts governed by German law and has the meaning assigned in Article 29.3;

Safety Document: any safety document annexed to or explicitly referred to in the Contract.

SAT: Site Acceptance Tests, as defined in Article 29.1.2;

Services: the works, deliveries of Goods, and other services to be performed by the Contractor as further described in the Contractual Documents.

Site: Any place or location operated or managed by the TSO, an Affiliate of the TSO or another contractor of TSO or of its Affiliates where activities relating to performance of the Services are carried out.

Specific Purchasing Conditions ELECTRICAL EQUIPMENT Belgium or Germany (SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY): The Specific Purchasing Conditions for the Supply [and the Installation] of electrical equipment which contains terms specifically applicable to the performance of the Services by the Contractor under the Contract.

SPOC: Single Point Of Contact for a particular type of issues such as commercial, technical, administrative, etc. – specified in the Contract for the Contractor or in the PO for the TSO.

Standard Software: Any existing software not exclusively developed for the TSO, outside the framework of the Contract and provided by the Contractor as part of the Services.

TSO (Transmission System Operator): one of the companies of the Elia group entering into a Contract.

Week: unless stated otherwise, the term Week corresponds to a calendar week made of seven (7) Days and starting on Monday. Any started week will be considered as a full week.

Working Days: all Days not including Saturdays, Sundays, public holidays, and mandatory closing days of the TSO or sector of the Contractor.

3. HIERARCHY AMONG DOCUMENTS

Terms of contract individually negotiated and agreed in writing between the Parties shall always take priority over general documents, including the GPC ELECTRICAL EQUIPMENT.

The documents issued by the TSO shall prevail over those of the Contractor. The bid of the Contractor, including any exceptions to / deviations from the other Contractual Documents proposed by the Bidder, only apply if they are explicitly accepted by the TSO in the Contract and/or in the PO.

The Contractual Documents issued by the TSO are to be taken as mutually explanatory of one another. The omission of an element in one of the Contractual Documents does not mean that it is not a part of the Contract if it appears in another Contractual Document.

If there is a contradiction between any Contractual Documents issued or executed by the TSO, the hierarchy of documents is generally specified in the Contract. If this is not the case, the priority of the documents shall be in accordance with the following sequence, so that the first mentioned document shall prevail:

- main body of the PO;
- any annexes to the PO in the following order:
 - Safety Documents prevails over other annexes;
 - Annex 1 prevails over Annex 2, Annex 2 over Annex 3 and so on;
- main body of the Contract;
- Any annexes to the Contract in the following order:
 - Safety Documents prevails over other annexes;
 - Annex 1 prevails over Annex 2, Annex 2 over Annex 3 and so on.
- General Purchasing Conditions prevail over all other general documents with the exception of SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY which shall take precedence over the GPC ELECTRICAL EQUIPMENT.

4. INTERPRETATION

In these General Purchasing Conditions, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) "including" or "include" mean including or include but not limited to and introduces a non-exhaustive list of items;
- (d) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; and
- (e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record (including e-mail).

The headlines shall not be taken into consideration in the interpretation of this General Purchasing Conditions and of the Contract.

5. JOINT AND SEVERAL LIABILITY

When the Contract is concluded with a consortium, the shareholders of these entities will be indivisibly and jointly and severally liable to the TSO for all of the contractual obligations of the Contractor. The shareholders of this association or temporary company will appoint one of them as the only representative with full power of attorney to ensure the coordination of performance of the Contract.

6. SUBCONTRACTING

The Contractor is allowed to use subcontractors for the performance of its Services, subject to the prior written consent of the TSO. The Contractor shall provide prior notice to the TSO confirming its intention to subcontract the performance of the Services and the identity of the intended subcontractors before entering into any subcontract. The TSO reserves the right to reject subcontractors in justified cases if the use of the subcontractor cannot reasonably be expected of the TSO, taking into account the interests of the TSO and the interest of the Contractor in employing the subcontractor for the respective Services. Such a justified case exists in particular if

the use of the subcontractor would pose a safety risk or if the subcontractor or his employees obviously do not have the necessary qualifications to perform the Services.

If subcontractors are used, the Contractor must agree (back-to-back principle) with the subcontractor that the latter will also comply with all obligations which the Contractor has towards the TSO, including the technical specifications, quality requirements, contractual deadlines and safety rules. Any approval of a subcontractor pursuant to this Article 6 shall not release the Contractor of any of its liability under the Contract or create any legal or contractual relations between the TSO and any subcontractor. The Contractor shall remain fully and personally liable towards the TSO for the parts of the Contract that were subcontracted.

The Contractor shall not conclude any exclusivity agreements with its subcontractors that prevent them from directly entering into contractual agreements with the TSO. In the event of termination of the Contract, the TSO shall have the right (but no obligation) to take over the Contractor's rights and obligations under the contracts entered into with the subcontractors.

The transfer of the total performance to subcontractors/suppliers is excluded in accordance with paragraph one of this clause.

7. TSO'S COOPERATION

There is no cooperation required from the TSO. If (and to the extent) the Contractual Documents provide that the TSO's cooperation is required for the Services, the Contractor shall request such measures or actions in writing at least thirty (30) days in advance. The request shall specify the date by which the cooperation is required and sufficient details on the matter of the request.

8. STAFF

8.1 General

The Contractor shall ensure that the staff performing the Services will have the appropriate professional qualifications and trainings.

Access to the TSO's premises by the Contractor or his employees on foot or by vehicle is only permitted during normal working hours (07:00 – 15:00 unless otherwise contractually agreed) and provided that they comply with all Safety Documents.

8.2 Independence with regard to the TSO

The Contractor and its staff remain entirely independent of the TSO and may at no point be considered employees of the TSO. The Contractor solely exercises authority over its staff and is responsible for them, bearing all of their salaries, bonuses, taxes, social security contributions or charges.

As far as the Contractor's employees are concerned, nothing in these GPC ELECTRICAL EQUIPMENT shall be construed to give TSO the power to exercise the employer's authority on such employees.

8.3 Representative of the Contractor

The Contractor is to be represented during the performance of the Contract by SPOC's:

- one **Contract's SPOC** dedicated to the Contract in its entirety. He will not only be in charge of all general issues of the Contract, but also of issues involving more than one PO. The Contract's SPOC must be fluent in the language(s) (minimum B2 level) of the Contract;
- [If works are performed on Site, one **Project's SPOC** is appointed to the execution of each PO. The

Project's SPOC is the point of contact of the TSO's representatives and follows up all the discussions related to the execution of the specific order from the PO receiving date until the end of the execution of the project. The Project's SPOC must be fluent in the language(s) (minimum B2 level) of the place of performance of the PO. The tasks and responsibilities of this Project's SPOC are defined in the Contractual Documents (including in the Safety Documents) The TSO can accept to have a different Project's SPOC for each PO. If the Project's SPOC changes, the Contractor will motivate this and will foresee a sufficient transition period to cover hand-over of the PO. The Contractor will bear the costs and responsibilities of this hand-over.]

- for Services relating to the supply of Good, the Contractor shall appoint one **Factory's SPOC** per Contract or per PO. The Factory's SPOC is the person that the TSO representatives can contact directly to get updates on the production of the Goods. The Factory's SPOC must be fluent in the language(s) (min B2 level) of the Contract

The above mentioned SPOCS may be the same person. The Contractual Documents, mainly the Safety Documents, contain more information about each of their respective roles.

The TSO may require that he approves the SPOC's in advance. The SPOC's are authorized to receive, on behalf of the Contractor, instructions and observations from the TSO concerning the performance of the PO/Contract. The Contractor shall use the SPOC as communication channel, also when performing his duty to warn the TSO as soon as possible of any problem, risk, incident, accident, or defects during the performance of the PO/Contract.

8.4 [Attendance list]

[If Services include Installation, the Contractor will submit to the TSO an updated attendance list of staff (including staff of subcontractors) assigned to perform the Contract at a Site. In the event that this list is not kept by the Contractor or in the event of inaccurate or incomplete entries, the Contractor must compensate the TSO for any damage it has therefore incurred.]

9. ACCESS TO THE PREMISES OF THE CONTRACTOR BY THE TSO

If the performance of the Contract takes place on the premises of the Contractor, the TSO shall be granted reasonable access to the workplaces, workshops and storage rooms where the Services or parts thereof are manufactured or the materials and components intended for this purpose are stored in order to monitor the activities of the Contractor within the context of the tasks that it has assigned to the latter.

10. QUALITY OF SERVICES

The Contractor shall perform the Contract and the Services in good faith and with the level of professionalism, care, loyalty, conscientiousness and diligence as may be awaited from a company offering comparable services to those offered by the Contractor. The Contractor shall perform the Contract in compliance with all applicable laws, regulations, technical standards, Best Practice, the stipulations of the Contractual Documents and all relevant rules applicable on Site.

Unless otherwise stipulated in the Contractual Documents, Contractor's obligations under the Contract are obligations of result, meaning that the Contractor must effectively meet and achieve obligations and requirements set by the Contract, and not just provide its best efforts. Unless otherwise stated in the Contractual Documents, the performance of Services by the Contractor includes the performance and supply by the Contractor of all labor force, materials, facilities, utilities, construction equipment and tools, scaffolding, cranes, consumables, warehousing, waste disposal containers, waste removal, Site cleanup and, in general, any other work, activities and supplies required for the performance of the Services.

Unless otherwise indicated in the Contractual Documents, the deliveries, packaging, markings, and transport must comply with the DDP Incoterm.

The Contractor shall promptly notify the TSO of any information, situation, event, incident and/or matter which negatively affects or may negatively affect the performance of (including the continuation of) the Contract and/or Services under the Contract. The Contractor shall respond to the inquiries and communications of the TSO in a timely manner.

The Services shall be complete and fit for the purpose for which the Services are intended as defined in the Contract. They include all the elements required for full performance of the Contract or realization of the guaranteed performances and Services, even in the absence of any explicit mention thereof in the Contractual Documents.

The Contractor shall carry out the Services in accordance with the requirements of internationally recognized quality management system (ISO 9001 et seq. or equivalent).

If the Contractor has doubts about the proposed design, other instructions given by the TSO, e.g. concerning materials, treatment, processing, the quality of materials or components ordered and/or provided by the TSO or the services provided by other contractors of the TSO, the Contractor shall promptly notify the TSO thereof in writing, before starting to perform the Service(s).

11. PACKAGING, LABELLING AND STORAGE

11.1 Packaging

All packaging costs shall be borne by the Contractor.

The dimensions and weight of the packages must be compatible with the gauges and loading capacities of the maintenance devices, means of transport and transport routes selected, as well as the handling and storage mode. The Contractor undertakes to carry out itself verifications on this issue and to take all useful measures.

The packaging will be removed from the Site by the Contractor in accordance with any applicable law or regulation on packaging. Cost of removal are included in the price.

The TSO may request that the Contractor submits in due time to it the instructions provided for the packaging of its supplies and their recovery. This notice in no way reduces the liability of the Contractor.

11.2 Labelling

All Goods must be labelled before their delivery, at the expense of the Contractor, according to the applicable legal or regulatory provisions and to the instructions of the TSO. The number of the Contract and PO must be specified on the packaging and/or on the delivery receipt. If Goods delivered cannot be allocated to a Contract and a PO due to inadequate labelling, the TSO is entitled to refuse the delivery.

11.3 Storage

In the event that a shipment or delivery is postponed at the written request of the TSO, the Contractor must store the Goods under its sole liability and arrange insurance cover for the storage risks.

In that case, the reasonable storage costs (including insurance costs) duly evidenced by the Contractor will be charged to the TSO starting from the seventh (7th) month of storage after the delivery date defined in the Contractual Documents.

The Contractor will keep an up-to-date list of the Goods stored for the TSO, including all relevant details and will share this list with the TSO if requested.

12. SHIPMENT AND DELIVERY

12.1 Shipment

The Contractor shall be in charge of the transport of the Goods up to the delivery and/or shipment address indicated by the TSO.

In the event of a delay attributable to the Contractor, the TSO may impose on the Contractor a specific transport measure, by written notification. In the absence of performance by the Contractor, the TSO may implement the same at the expense of the Contractor after an 8-Days deadline has elapsed without prejudice to any other right or remedy available to the TSO.

Partial deliveries and/or shipments are prohibited, unless agreed in writing by the TSO.

12.2 Delivery times

The Contractor shall submit a written request to the TSO for authorization to carry out the shipment and/or delivery, at least 15 Days before the scheduled delivery date.

The Contractor must comply with the delivery time agreed with the TSO. The deliveries must be made solely during the days and at the times agreed with contact staff of the TSO, to the indicated address and, failing that, during working hours and on Working Days.

If an early or partial delivery takes place without the prior written consent of the TSO, the TSO reserves the right to refuse the delivery or return the Goods at the Contractor's expense. If the TSO accepts the delivery, the Goods will be stored at the place of delivery until the agreed delivery date at the Contractor's risk and expense. Any additional costs arising from the early delivery / performance will also be borne by the Contractor.

12.3 Unloading

Unless provided otherwise in the Contractual Documents, the Contractor is responsible for unloading the Goods on Site. The use of unloading and devices belonging to the TSO (if these are present and available) is subject to the TSO's prior written consent.

The Contractor shall arrange for all the necessary staff, equipment and relevant permits/authorizations. If the Goods are particularly heavy or cumbersome, the Contractor will contact the TSO representative at least 3 Working Days in advance.

13. DOCUMENTATION

13.1 The TSO's Documentation

By submitting his tender, offer or quotation, the Contractor confirms having received information from the TSO and familiarized itself with the Documentation needed to properly execute the Contract, having understood and accepting the invitation to bid, including but not limited to, the specifications, safety conditions and the basis of remuneration.

In case of additional information required to execute the Contract/PO, the Contractor will immediately ask the TSO for guidance in the relevant matter. Should there be any doubt during the performance of the Contract, the Contractor will clarify the issues with the TSO before starting the performance of the Contract/PO and in no case make any assumptions on its own.

The Contractor ensures that the Documentation submitted to it by the TSO comply with the actual conditions and are compatible with the works already performed and/or to be performed. The Contractor must notify the TSO of any anomaly within 15 Days of receipt of the Documentation.

If, despite inspection by the Contractor, there are shortcomings or incompleteness and/or a lack of plausibility or other errors in the Documentation, the Contractor shall not be entitled to any claims for an extension of the deadlines and/or for reimbursement of costs, regardless of the legal grounds.

13.2 Contractor's Documentation

The Contractor shall provide all Documentation (with all necessary details) in accordance with the Contractual Documents to allow the TSO to verify the compliance of the Services and to make use thereof. The Contractor warrants that the Documentation is complete and correct. Unless otherwise provided in the Contractual Documents, the Documentation will be delivered before delivery according Article 12. This communication will be done immediately after the Documentation is ready (and no later than the due date set out in the Contractual Documents). The TSO may always ask for additional Documentation in order to verify that the Contractor complies with his contractual obligations.

Unless otherwise stipulated in the Contractual Documents, the TSO has thirty (30) Days from the date of its receipt to accept or reject the Documentation submitted by the Contractor. The Contractor shall make the requested changes within fifteen (15) Days of receipt of the TSO's comments. The approval given by the TSO will in no way release the Contractor neither from any liquidated damages and/or penalties (as provided in the SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY) nor from its liability.

14. SAFETY

14.1 General

For the performance of the Services, the Contractor must strictly comply with - and ensures that its staff, subcontractors, and suppliers do the same - the provisions relating to the well-being of the workers (including accident prevention regulations and use of tools and installations), access, and hygiene conditions stipulated in the last version of the Safety Documents and in any other applicable laws and regulations [and, if Services include Installation the obligations arising from the applicable laws and regulations regarding the temporary or mobile Construction sites]. The Contractor agrees to bear all of the related expenses, which are supposed to be included in its prices, including waiting times. However, if a new version of a Safety Document is published by the TSO after the conclusion of the Contract and increases Contractor's costs, these costs will be charged to the TSO upon the condition to be duly evidenced by the Contractor.

The Contractor is liable for committing any breach of this obligation and agrees to bear all the consequences of the same. A breach of this obligation entitles the TSO to take any necessary measure, at the expense and risk of the Contractor, including the exclusion of staff from the Site. Any default of this obligation is considered to be gross negligence allowing to TSO to terminate the Contract pursuant to Article 36.1.

In accordance with Safety Documents, if a member of the staff of the Contractor has an accident or a near-missed accident at work at the Site, the Contractor will notify it immediately to the TSO.

14.2 [Safety and health coordination]

[If Services include Installation, during performance of the Services, all modifications discussed in consultation with the health and safety/execution coordinator will be added in the order in which they are presented in the health and safety plan, so that this plan reflects the state of progress of the works at all times.

All directives relating to safety, given by the health and safety/execution coordinator, must be strictly observed. The Contractor shall indemnify and hold the TSO harmless against any claims resulting from non-compliance with these rules and regulations by the Contractor in accordance with Article 37.]

14.3 [Coordination log]

[If Services include Installation, the coordination log designates the file composed of all the documents kept updated by the health and safety/execution coordinator and which contains information and notes relating to the coordination and events occurring during the performance of the works. The coordination log must be completed and kept updated pursuant to the applicable regulations.

All modifications proposed regarding performance of the Contract, as well as all complaints by the Contractor and by the TSO relating to safety, will be systematically recorded and countersigned by the two Parties for information purposes.

Recording in the coordination log merely serves as an organized registration and in no way indicates an acceptance of the proposed modification or submitted complaint. It does not exempt the Contractor from observing the formalities set forth in Articles 23 and 44.6, as appropriate.]

15. [CONSTRUCTION SITE MEETINGS]

15.1 Preparatory meeting for the opening of the Construction site

[Where the Services or a part thereof (other than regular truck deliveries) are to be provided at a Site, the TSO might organize a preparatory meeting for the opening of the Construction site, relating, at least, to the following points:

- the presentation of the project;
- the presentation of the works scenario;
- the presentation of the planning;
- the presentation of the intervening parties;
- the examination of the health and safety plans (including the specific risk assessments and method statements): these must be submitted by the Contractor to the TSO coordinator prior to the meeting;
- the identification and the definition of the specific risks arising from the local situation/environment;
- the information requests sent to the entrants by the Contractor.]

15.2 Construction site opening meeting

[After the preparatory meeting, if applicable, for the opening of the Construction site, the TSO will organize a Construction site opening meeting, during which the following actions will be carried out:

- the submission of the final health and safety plans;
- the drawing up of the permits to work (sometimes also called written work order);

- the submission of the demarcation plan;
- the establishment of any other document needed due to the presence of third parties (manager of the distribution system operator, customer, etc.);
- the submission of the evidence of possession by the Contractor of all of the information regarding the entrants of the Site (as provided in the Contractual Documents).]

15.3 Safety information meetings

[If Services include Installation, the TSO might organize safety information meetings. The safety information meetings aim to inform workers and encourage them to adopt safety conscious behaviour and actions. The Contractor is responsible for notifying sufficient information to the performing parties and for organizing the information meetings.

Before the daily execution of the works, the Contractor participates with the other(s) Contractor(s) to discuss about the last update of the works conditions, interfaces and arrangements. After this, the Contractor organizes a briefing with his workers and subcontractors to inform them hereof.

A safety information meeting will also be organized by the Contractor after each accident or near-missed accident.]

15.4 Construction site meetings

[A Construction site meeting must be periodically organized on the date and time set by mutual agreement. The decisions necessary for the proper execution of the works, as well as the organizational agreements, will be taken during these meetings.

In any case, the following persons will take part in these meetings:

- the TSO's representative(s);
- the Contractor's representatives in charge of the Construction site, holding sufficient decision making powers to ensure the observance of the decisions taken.

These meetings have the objective of discussing the preparation of next activities, the progress, safety aspects and experience feedback.]

16. [ORGANISATION OF THE CONSTRUCTION SITE]

[If the Services require the performance of works at a Site, the TSO may require that a demarcation shall be made by the Contractor or by TSO, albeit under the supervision and liability of the Contractor until the Provisional Acceptance. The Contractor may also install additional demarcation, for its own needs and in compliance with the regulations of the TSO in effect. It will immediately notify the TSO of any anomaly. The adaptation of the demarcation according to the progress of the works will be decided in consultation with the TSO.

The Contractor recognizes that the Site shall remain in full operating mode during the Services and shall not be disturbed by the Services. If the performance of the Services requires any part of the Site and/or equipment to be temporarily unavailable or switched off, a TSO representative shall, in concertation with the Contractor, deliver a

specific permit to work or access as soon as reasonably possible. The Contractor shall fully apply the measures described in the permit to work.

The Contractor must provide for the necessary facilities and locations for the workers of the Contractor or his subcontractors at a Site unless the TSO (or another contractor) are providing these facilities as a shared service under the Contract. The Contractor shall also provide any and all items of equipment on the Site or outside it for its workers, subcontractors, and the Site installations.]

17. [DELIVERY OF SUPPLIES NECESSARY FOR THE PERFORMANCE OF INSTALLATION WORKS]

[Every supply necessary for the Services delivered on behalf of the TSO to the Site during those works must be taken over by the Contractor– if applicable -, which must, notably, take all useful measures to ensure that they do not suffer from any deterioration or disappearance.

At the request of the TSO, the Contractor shall be obliged to insure the aforementioned supplies provided by the TSO which have come into his possession for the creation of the work against accidental loss and accidental deterioration.

The Contractor shall verify the supplies as well as tools, templates, samples and other objects for recognizable defects upon acceptance and installation and for their suitability for installation or combination with other substances, materials or other objects. If the objects are recognizably not suitable for the intended purpose or if defects are found, the TSO must be notified immediately in writing.

The storage area is defined by the TSO. All storage expenses are to be borne by the Contractor.]

18. [DISCOVERIES DURING WORKS]

[In the event of the discovery of objects of an artistic, archaeological, or historical interest, human remains, weapons, UXO, etc., the Contractor providing installation works at a Site as a part of his Services must immediately inform the TSO and the competent authorities and comply with the legal provisions in force and with the provided guidelines.

The Contractor shall indemnify and hold harmless the TSO with regards to any breaches of the above obligations in accordance with Article 37.

The Contractor hereby assigns to the TSO any rights it may obtain with regard to these remains as a result of their discovery.]

19. ADMINISTRATIVE AUTHORIZATIONS

The Contractor is responsible for obtaining the prior authorizations and licenses requested by the competent authorities and/or the approved acceptance bodies for the supply or other performance of the Services.

The Contractor is not authorized to claim a price supplement after the conclusion of the Contract for submitting requests to or for making its Services compliant with the requirements of the competent authorities and/or approved acceptance bodies.

If the Parties have agreed that the TSO will submit authorization requests, the Contractor agrees to provide the TSO, at the request of the latter party, with all of the information relating to the Services provided as may be necessary to do so.

20. ROAD TRAFFIC

Traffic on roads or highways, railways or waterways or access routes shall not be interrupted, even momentarily, without the written agreement of the relevant authorities and public services.

The Contractor shall submit requests to the relevant authorities and public services in due time for authorizations relating to the disruption of the usual traffic and safety on roads and waterways.

The Contractor shall nevertheless limit the disruptions to operators and local residents resulting from the Services as much as possible. Consequently, it will particularly adapt the approaches to the Sites necessary for the performance of the Contract, so as to ensure free access to properties, possessions, etc. It will create the footbridges required for use by pedestrians and vehicles.

The Contractor bears in any event full liability for the direct and indirect consequences resulting from the disruption to traffic, and this will be included in the price.

21. LOCAL CIRCUMSTANCES

The Contractor is obliged to gather sufficient information about the local circumstances and about matters of public law (possible legal framework conditions or official decrees that concern the fulfilment of his contractual obligations), to the extent that this is required for his Services. Costs arising from the non-compliance with this obligation will be borne by the Contractor.

22. ENVIRONMENT AND PUBLIC LAW

22.1 Compliance with laws and regulations

The Contractor shall comply with all applicable laws and regulations or other applicable provisions such as e.g. statutes or building and operating permits relating to environmental protection as well as those relating to spatial planning, including to disposal of waste and sewage, use, storage and transportation of dangerous substances, soil pollution, emissions (noise, dust etc.).

22.2 Waste and excess material removal

The Contractor agrees to sort and remove from the Site at its own costs all waste, packaging, and excess material resulting from the performance of the Contract. It will transmit to the TSO the declarations of collection and processing of waste by approved waste processors, as well as any document attesting of the observance of its obligations for recovering packaging. Failing this, the TSO will evacuate the waste, packaging, and excess material at the expense of the Contractor, pursuant to Article 36.4.

22.3 [Environmental damage]

[If Services include Installation, the Contractor must inform the TSO without delay of any incident likely to have an impact on the environment and that has arisen from the performance of the Contract.

Notwithstanding any liability for breach of contract which shall not be affected or limited by this provision, the Contractor shall be liable for the direct and indirect consequences of this incident if this incident is attributable to the Contractor (or its subcontractors) unless the Contractor proves that he is not liable for the incident. The TSO shall not be liable for the pollution caused by the Contractor or any other party.

Any default of this obligation is considered to be a gross negligence which entitles the TSO to terminate the Contract pursuant to Article 36.1.]

22.4 Environmental management system

The Contractor undertakes to draw up and implement an environmental management system with a view to reducing the environmental impact of its Services (including products supplied thereunder). This management system will relate to the following particular areas: air, water, and soil pollution; impact on biodiversity; and greenhouse gases. This system will include a rigorous monitoring system for energy and water consumption, among other things, if relevant for the Services. Moreover, the Contractor will pay continuous attention to the different aspects of the life cycle of the Goods, as well as use of recycling, both upstream and downstream, and this as from the moment of developing those Goods.

The Contractor undertakes to provide, upon request of the TSO, a description of the management system implemented. The applicability of this may be verified within the context of an audit. Moreover, the Contractor agrees to inform every individual within the TSO, specifically the Purchasing Department and the Environment Department, about the environmental aspects of its Services. At the request of the TSO, the Contractor will participate in the drafting of a file on this aspect of its Services, particularly mentioning (upon request of the TSO) the precise composition of the Goods (number of kg of each material per ton of finished product) as well as their country of origin. The TSO strongly encourages its Contractors to obtain ISO14001 or EMAS certification.

Prior to the conclusion of the Contract, as well as during its performance, the Contractor is continuously assessed on criteria defined in the Contract or Documentation regarding this aspect of its Services.

23. VARIATIONS

23.1 Variation proposed by the Contractor

If during the performance of the Services, the Contractor considers one or several variation(s) to the Services necessary or useful, he shall inform the TSO of this in writing without delay and motivate the need or the use for the variation. The timely notification aims to enable the TSO to timely inform any other party affected by the variation(s).

23.2 Variation required by the TSO

Regardless of whether the Contractor gave a notification under Article 23.1 above, the TSO may at any time require one or several variations to the Services, such as changes to the technical scope, in which case Article 23.3 shall apply.

The TSO shall always be entitled to require the Contractor to implement variations that the TSO reasonably considers necessary in order for him to use the Services, provided that they are within the scope of customary standard of the business.

Even if the Parties have not reached agreement on all elements of an addendum to the Contract pursuant to Article 23.3, the Contractor is obliged to implement a variation if requested by the TSO to do so. This shall not apply where the Contractor is not capable to provide the requested additional Services, where the scope of the variation request is unreasonable in view of the scope of the Services previously agreed upon or where the Contractor is prevented to do so on reasonable grounds. If the Contractor intends to reject a variation request, he must inform the TSO of this in writing without undue delay. An outstanding agreement on the elements of an addendum to the Contract shall not be considered as reasonable grounds to reject the variation request but shall be resolved in accordance with Article 23.5 below.

23.3 Form

Upon receipt of a variation request, the Contractor shall indicate in writing to the TSO within two Weeks what the consequences of the requested variation(s) would be, including price, deadlines, planning and/or any other consequence.

It being understood that the Contractor will make all reasonable efforts to limit all potential consequences of the requested variation(s).

The TSO shall within two Weeks upon receipt of such assessment either formally agree with the variation(s) and its consequences or enter into negotiations with the Contractor.

Any variation must be set out in an addendum to the Contract which shall be signed by both Parties and or the PO which shall be approved by both Parties. If the Parties cannot agree on such addendum, Article 23.5 shall apply.

Having made such addendum or completed the process set out in Article 23.5 is a prerequisite for invoicing a variation.

23.4 Principles

In any event, the following principles shall apply for price variation(s).

23.4.1 General

- Price variation(s) could occur in both direction. It means that extra costs resulting from a variation is at the expense of the TSO and cost reductions shall likewise be deducted in favor of the TSO;
- The negotiated prices and/or rates of a valid Contract shall apply insofar as available;
- If no price and/or rate were defined, the Contractor shall duly justify the proposed price(s) and/or rate(s) and provide all the details of his price(s) calculation(s) in full transparency. The proposed price(s) and/or rate(s) shall cover all costs and potential damages of the Contractor incurred in connection with the variation but at the exclusion of third party costs insofar as the reimbursement of third party costs in favor of the Contractor is provided;
- Insofar as the reimbursement of third party costs in favor of the Contractor is provided, the Contractor shall receive a surcharge of maximum 10% on the invoice amounts of third party services (actual costs, consisting of invoice amount minus any separate credit notes and bonuses related to this invoice). For clarification: This includes all third-party costs (i.e. even if surcharges are incurred for the use of third parties) as well as all costs of the Contractor incurred in connection with the assignment, processing (e.g. engineering services of the Contractor), supervision of the order processing (e.g. construction supervisors of the Contractor) and invoicing. The Contractor's responsibility as provided for in the Contract and or the PO, in particular with regard to the allocation of risk and liability, shall apply to the third parties to which Services were assigned. The Contractor shall remain fully and personally liable towards the TSO for the Services assigned to the third parties;
- The Contractor shall not charge the TSO with costs that are not approved, excessive, unreasonable and undocumented or which can be considered as unrealistic.

23.4.2 Comparative offers

The TSO reserves the right, in justified cases and at his discretion, to request the Contractor to obtain comparative offers or to obtain comparative offers himself. If the settlement offers show a lower amount than the costs, additional costs or extra costs claimed by the Contractor, the Contractor's claim for reimbursement of costs is limited to this lower amount.

23.5 Disputes related to variation

If the Parties disagree on the question whether a variation request is necessary or whether respective Services are covered by the Contract already, TSO shall be entitled to refer this dispute to an expert in accordance with the

procedure for the resolution of technical disputes provided for in Article 43 below. The expert shall be entitled to determine whether the requested Services are covered by the Contract already or whether a variation request is necessary. Such expert decision shall have preliminary binding effect. However, each Party shall be entitled to have the expert's determination reviewed and, where applicable, revised by the competent court or arbitral tribunal.

If the Parties disagree on an addendum to the Contract following a specific variation request by TSO, the Contractor shall be obligated to perform the variation unless the Contractor has reasonable grounds to reject such a variation request. The Parties agree that such reasonable grounds to reject a variation shall be limited to technical impossibility of performance of such a variation.

If the Parties cannot agree on the remuneration for a variation request, the Contractor shall (upon request of the TSO) perform the requested variation without undue delay. TSO shall be entitled to refer this dispute to an expert in accordance with the procedure for provided for in Article 43 below. The expert shall be entitled to determine whether the requested Services are covered by the Contract already, fully or partially, or whether a variation request is necessary and, in case the variation was not fully covered by the Contract already, the fair remuneration for the variation in accordance with the principles of the Article 23.3.

23.6 Urgency

For reason of urgency, the Parties will agree by email on technical aspects, price, deadlines, planning and/or any other consequence of the variation. Those aspects will be confirmed in an addendum signed by both Parties as soon as possible

24. PRICE

24.1 General

Unless otherwise agreed in writing by the Parties, all prices shall be mentioned in the Contractual Documents in Euros and shall be fixed prices.

Prices cannot be revised unless otherwise mentioned in the Contractual Documents which will then specify the applicable formula. In any event, there is no room for price revision for Contracts which initial duration does not exceed one year.

Unless agreed otherwise in writing, prices shall include all costs in connection with the fulfilment of the Services by the Contractor and, as the case may be, any costs incurred for exchanging or converting foreign currency.

All prices shall be exclusive of value-added tax, but inclusive of any other taxes, duties and fees. The Contractor shall fulfill all formalities and legal requirements in connection with tax invoices in order to ensure a VAT refund where applicable. If, as a result of any action taken by the competent authorities, (increased) VAT is claimed or it turns out that VAT was charged by the Contractor without justification, both Parties shall be obliged to correct the affected invoice accordingly and settle the resulting balance on that basis.

The price is considered to have taken into account all the costs and time required to follow the training courses and to obtain the permits, authorizations, certificates necessary to carry out the Services.

The price is considered to have taken into account all possible performance constraints, including:

- foreseeable natural phenomena;
- the use of the public domain or functioning of public services;

- the presence of works, mains, lines and cables of any kind, as well as works necessary for the relocation or modification of these facilities;
- the (possible) simultaneous performance by third parties of other works or services on the Site (and, as the case may be, the resulting impossibility for the Contractor to perform its Services at the same time pursuant to contractual or regulatory constraints);
- the (possible) presence of other companies;
- the use of facilities or works.

24.2 Lump sum prices

Payment of the price is subject to acceptance of the Services in accordance with Article 29 and the procedures defined in the Contractual Documents.

24.3 Unit prices

Payment of the price is subject to acceptance of the Services in accordance with Article 29 and the procedures defined in the Contractual Documents and to a bill of quantities approved by the TSO. The bill of quantities must be sufficiently precise (using an activity record sheet if need be) and sent in a timely manner so that it can be verified by the TSO.

24.4 Hourly/daily rates

Payment of the price is subject to acceptance of the Services in accordance with Article 29 and to agreed time sheets. The time sheets must be filled in at least on a weekly basis and should be submitted to the TSO at the beginning of the following calendar Week. By signing the time sheet, the TSO is only confirming that the hours were worked, not that the Services are compliant.

24.5 Overtime by the Contractor

At the TSO's request, the Contractor will perform overtime (e.g. extra shift work, working nights, Sundays and holidays) in order to accelerate the Services and obtain any necessary official permits, always in accordance with the applicable provisions of law and collective agreements. If the TSO orders in writing overtime to bring forward the agreed deadlines, the TSO will remunerate the overtime costs claimed by the Contractor if it is actually performed and if it were agreed by the Parties before the overtime was actually performed.

25. SERVICE PROVIDING IN CASE OF LATE PAYMENT

The Contractor may only withhold or refuse Services if the TSO's payment obligation is undisputed or legally binding by judicial order and remains unpaid 30 Days after a notice sent by Contractor by registered letter.

26. OFFSETTING

If there are undisputed claims and debts between the Parties, the TSO will have the exclusive right to offset its debts with its claims from the Contractor or to assert its right of retention or the exception of non-performance, as if all of the claims and debts have derived from a single contractual commitment.

27. CUSTOMS CLEARANCE

The application for customs clearance shall be made in the name of the TSO. The customs receipt for the payment of the import sales tax shall be given to the TSO.

28. DEADLINES AND PLANNING

28.1 Deadlines

All deadlines agreed in the Contractual Documents are binding. Unless otherwise indicated, the time period to perform the Services will start from the day after the Contract or, in case of a framework agreement, from the day after the PO is sent by the TSO. Any deviation from the deadlines requires the Parties' prior written agreement. The Contractor will not unreasonably withhold its consent to an extension of a deadline. The TSO's agreement to postpone the deadlines upon request from the Contractor will not release the Contractor neither from liquidated damages and/or penalties for late performance (as provided in the Specific Purchasing Conditions ELECTRICAL EQUIPMENT) nor from its liability. Any postponement of deadlines caused by the TSO will not give rise to the payment of liquidated damages and/or penalties or liability by/of the Contractor.

To ensure deadlines are respected, the Contractor commits to inform the TSO about its available production capacity at least twice a year or when requested by the TSO. In case of any capacity issue or any other issue that threatens the observance of the deadlines, the Contractor will inform the TSO immediately and carry out its best efforts (without prejudice to any other right or remedy available to the TSO) towards providing alternative solutions in coordination with the TSO in order to still meet the deadlines.

28.2 Planning

Where the Parties have provided a timetable or other planning for the Services, those planning shall be kept up-to-date by the Contractor. Updates made to the planning's, as well as their approval by the TSO, will in no way release the Contractor from its obligation to observe the initial deadlines or from its liability.

In case of a common root cause resulting in the delay of Goods from different POs, the Contractor will immediately inform the TSO in order to redefine the planning together and decide which project(s) of the TSO and related POs should be treated as a priority, without prejudice to any other right or remedy available to the TSO.

29. TESTS AND ACCEPTANCE

29.1 Tests

29.1.1 FAT ("Factory Acceptance Tests")

Unless otherwise stipulated by the TSO, the Contractor will submit the Goods to a FAT (Factory Acceptance Tests) in the presence of the TSO representative when a portion or all of the Goods are produced in a factory. The Contractor agrees to notify the TSO in a timely manner of the availability of the Goods for the FAT and to provide the TSO with all of the inspection resources necessary for the proper performance of the FAT. No Good may be implemented on the Site if a FAT was to be performed and it has not been successfully completed. FAT may, upon the request of the TSO, be entrusted to an accredited inspection organization. A successful FAT does not constitute acceptance of the Services and will in no way reduce the liability and obligations of the Contractor.

29.1.2 [SAT ("Site Acceptance Tests") or Handover on site]

[If the Services include Installation, prior to a request for Commissioning, called Energizing in Contracts governed under German law, the Contractor agrees to carry out at its own risks proper performance and functioning tests for installations or supplies forming part of the scope of its Services on the Site (Site Acceptance Tests) and to ensure that these Services are able to form the object of a Provisional Acceptance by the TSO. The Contractor will send a written notice informing the TSO that the SAT are ready to be carried out. There will be carried out when the TSO has confirmed in writing it is possible to do so. The protocol and the results of the SAT must be provided to the TSO at the same time as the request for the TSO's Provisional Acceptance. SAT may, upon the request of the TSO, be entrusted to an accredited inspection organization. The SAT will in no way reduce the liability and obligations of the Contractor.]

29.2[Trial operation prior to Provisional Acceptance ("Commissioning")]

[If the Services include Installation and if it is necessary to place Goods forming part of the scope of the Services into operation in order to obtain the Provisional Acceptance or before this, the Contractor will provide a signed document, attesting that the trial operation may be carried out under its responsibility. The TSO is entitled to decide when the trial operation starts.

Starting from the Commissioning, called Energizing in Contracts governed under German law, the TSO or the Contractor, as previously agreed, shall carry out a trial operation. Until Provisional Acceptance, the Contractor will remain fully responsible for its Services and will retain right at its own expense and with the prior written approval of the TSO to proceed with the necessary modifications, adjustments and readjustments within the limits permitted by the operation.

Unless otherwise agreed with the TSO, the trial operation will be repeated until successfully performed for the entire length scheduled without interruption. The Contractor will draft a report detailing the performance and results of the trial operation, that will be signed by both Parties.

This trial operation is in no case considered as a Provisional Acceptance.]

29.3 Provisional Acceptance

29.3.1 Granting of Provisional Acceptance

29.3.1.1 Provisional Acceptance procedures

Unless otherwise agreed in writing, Services, including Goods, are subject to Provisional Acceptance.

Provisional Acceptance will be granted if the Service is completed in full and may be used in accordance with its intended purpose. Provisional Acceptance shall not be rejected in the event of minor default(s) and the TSO should not unreasonably delay Provisional Acceptance. A number of minor defaults may result in a major default.

Unless the TSO requires the Contractor to use an electronic process for Provisional Acceptance, described in the Contractual Documents, in which case this electronic process will prevail over the below described acceptance process, if the Contractor is of the opinion that the conditions for Provisional Acceptance are fulfilled, it shall submit a written notice with the request to the TSO to sign the Provisional Acceptance certificate. Within 30 Days after receipt of this request from the Contractor, the TSO shall either submit a signed Provisional Acceptance certificate or refuse the Provisional Acceptance by providing to the Contractor the reasons of such refusal.

In case the TSO does not respond within the above mentioned period of 30 days, the Contractor shall send a final notice by registered letter to the TSO with the request to respond within 30 days after the date of the registered letter's receipt. If the TSO does not respond within this additional period, the milestone linked to the Provisional Acceptance shall be granted by the TSO to the Contractor. At the same time, the transfer of risk pursuant to Article 30.2 shall be effective.

29.3.1.2 Documents to be provided for Provisional Acceptance

The TSO reserves its rights to deny Provisional Acceptance if the copies of the contractually required Documentation for Provisional Acceptance have not been submitted in advance to the TSO by the Contractor.

By the time of Provisional Acceptance, the Contractor shall submit a complete file to the TSO, accompanied by a classification of material whose contents are subject to the prior agreement of the TSO. This file must contain all the documents drawn up during performance of the Services, including as-built dossier, detailed plans of all items of equipment provided [, including all modifications made during the manufacture or FAT and agreed by the TSO,] and works carried out. These plans must correspond with the actual performance of the Services on the Site.

29.3.1.3 Unconditional Provisional Acceptance

Unconditional acceptance is granted if the Service meets all the requirements of the Contractual Documents, applicable law and complies with the Best Practice.

29.3.1.4 Provisional Acceptance with reservations

Where applicable, the TSO will grant Provisional Acceptance with reservations or comments in the event of minor default(s) which reasonably allow the Service to be used for its intended purpose and should not unreasonably delay Provisional Acceptance.

The Contractor must cure such minor defaults and address these reservations or comments as soon as possible and, in any case, before the final acceptance.

29.3.2 Refusal of Provisional Acceptance

If the Services do not comply with the contractual requirements (except for minor defaults), the TSO may refuse Provisional Acceptance.

The Contractor must provide all modifications and improvements and/or, at the choice of the TSO, re-perform the non-compliant Services in whole or in part (including the demolition, reconstruction or correct reassembly), without prejudice to any other right or remedy available to the TSO, as soon as possible.

Moreover, upon request of the TSO, the Contractor shall remove from the Site, at the Contractor's expense and responsibility, the Services that are considered to be non-compliant.

All expenses linked to this refusal of Provisional Acceptance shall be borne exclusively by the Contractor.

Unless the TSO decides to terminate the Contract in accordance with Article 36.1, the Contractor will take the necessary actions to make the Services compliant with the Contract. The Provisional Acceptance procedure described in Article 29.3.1.1 will be repeated until the Provisional Acceptance is granted by the TSO.

29.4 Final acceptance and end of warranty

Upon expiry of the warranty period (as defined in Article 32), the Contractor shall request final acceptance of its Services. For the Services to qualify for final acceptance, any and all comments or reservations issued at the time of Provisional Acceptance must be met, and any and all defects observed during the warranty period must have been remedied. Such final acceptance will be given by means of a report signed by a representative of the TSO.

In the absence of remarks or reservations issued on Provisional Acceptance and/or defects observed during the warranty period, the final acceptance will take place tacitly at the end of the warranty period if no defect has been noticed by the TSO before the end of this warranty period.

29.5 Inspection of the TSO

Where the Parties have not reached a valid agreement on a (provisional) acceptance for the Services and the Contractor's duty is limited to supplying Goods, the TSO shall inspect those in a usual manner in due course, taking into account the relevant circumstances. Hidden defects shall be notified to the Contractor no later than two Weeks after the TSO has identified those defects.

30. TRANSFER OF PROPERTY AND RISK

30.1 Transfer of Property

The transfer of property occurs right after the delivery of the Services on Site.

In case of storage, the transfer of property (without transfer of risk) shall take place when the Goods are placed in storage. The Parties agree that the Contractor will keep such Goods safely in storage for the TSO until subsequent delivery.

30.2 Transfer of Risk

The risks are transferred to the TSO upon Provisional Acceptance.

In Contracts where no Provisional Acceptance is required, the risks shall pass upon delivery of the Goods on Site.

31. INTELLECTUAL PROPERTY RIGHTS AND TRANSFER OF KNOW HOW

31.1 Background IP

Any and all Background IP held, controlled, developed and/or acquired by a Party outside of the framework of the Contract shall remain the exclusive property of that Party.

The Contractor hereby grants to the TSO, to the extent permitted by applicable law, a worldwide, perpetual, irrevocable, non-exclusive, transferable, sub-licensable, and fully paid up license to use the Contractor's Background IP to the extent necessary or useful for the operation and/or maintenance of the Goods.

31.2 IP in Developments

The Contractor shall, to the extent permitted by applicable law, transfer and assign to the TSO any and all Intellectual Property Rights in all information, plans, diagrams, technical-commercial results, designs, graphics, software, databases objects, measures, or other items in any form developed that come into existence and/or are created by the Contractor in the framework of or in relation to the Services and/or on any other development specifically designed, created or otherwise developed by the Contractor, its employees, agents, suppliers and subcontractors in the framework or in relation to the Contract ("Developments").

Such transfer and assignment include, without limitation, the worldwide rights to reproduce, adapt, modify, expand, improve, make available to the public, rent, and distribute the Developments, partially or completely, both for internal and external use. This should apply for commercial and non-commercial purposes. The scope of the rights transferred shall be deemed to include the most extensive way permitted by applicable law. The Developments are deemed to be commissioned by the TSO. The Intellectual Property Rights in the Developments are exclusively assigned to the TSO, as they are generated, for the whole term of protection.

To the extent that the aforementioned Intellectual Property Rights in Developments as such cannot be transferred to the TSO under the applicable statutory law, respective worldwide rights of use, without limitation, to reproduce, adapt, modify, expand, improve, make available to the public, rent, and distribute the Developments, partially or completely, and exploitation shall belong to the TSO. In such cases the Contractor transfers to the TSO for the whole term of protection the existing exclusive, perpetual, transferable and sub licensable rights to use and exploit the Developments for its own or third-party use and exploitation without restrictions in terms of time, territory and content. Insofar as the Contractor is not entitled to transfer the property rights and/or the rights of exploitation and use, the Contractor shall grant the TSO corresponding rights.

In this respect, the following applies:

- The transfer or granting of rights refers to all known and unknown types of use, including the rights for exploitation and use of the Developments on PCs, servers and other stationary computers, mobile

services, in embedded systems (including control systems, robots and autonomous systems), on offline media (in all standards and file formats in each case), in the LAN, online via the Internet and in all other wireless or wired public or closed networks, as up/download, as software as a service, within the context of application service providing, via cloud computing (IaaS, PaaS, SaaS) and all other forms of decentralized (e.g. server client environment, grid computing) or centralized computing (e.g. via servers and mainframes) and also use for the purpose of outsourcing or operation for and/or by third parties.

- TSO without further consent is entitled to transfer in full or in part, permanently or temporarily, the rights referred to above to third parties or to grant rights of use to third parties and to grant sublicenses.

The compensation for the transfer and licensing of these Intellectual Property Rights in the Developments is included in the remuneration set out under Article 24. The Contractor is responsible for obtaining from its agents and representatives, subcontractors and suppliers at no extra cost for the TSO the necessary rights to ensure that the transfer of ownership and licensing of these rights is made in favour of the TSO.

31.3 IP in Standard Software

The Contractor grants to the TSO the right to use any Standard Software provided as part of the Services within its group of companies in accordance with Art. 5 of the EU Software Directive 2009/24/EC. Any grant of rights shall be limited to a certain number of users if any limitation of user has been agreed on. The use of a Standard Software shall not be limited to a certain hardware or certain hardware capacity. TSO and its Affiliates shall be entitled to access the Standard Software via interfaces or bots from any third-party software without an additional obligation to acquire licenses or pay for such use. TSO and its Affiliates may ask a third-party provider (outsourcing and cloud provider, BPO (Business Process Outsourcing) provider and/or provider of managed services) to host, operate and/or use the Standard Software in favour of the TSO and/or its Affiliates.

31.4 Moral Rights

The Contractor renounces, and shall procure that the authors renounce, its/their moral rights to the largest possible extent and the TSO has the right not to mention the name of the Contractor and/or the authors, as well as the right to modify the Developments to the extent that the TSO considers necessary or useful for the use of these Developments.

31.5 Know how

All documents and know-how communicated by the TSO in relation to the Contract remains the TSO's property.

31.6 Source code

31.6.1 Developments

If the Services include the development, modification and/or customization of software, the Contractor shall provide, free-of any additional cost, the source code of the Software in a suitable format and grant the TSO the right to use this source code, which in turn is secured by the deposited source code against non-fulfilment ("dual trust structure"). The Contractor shall not only provide the pure program code, but also any comments in order to allow a reasonably skilled programmer or analyst to resolve software errors, edit and develop the Software. The costs of the depositing will be borne by the Contractor.

The Contractor hereby transfers to the TSO the non-exclusive right to use the source code, the technical documentation and their updates.

31.6.2 Standard Software

If the Services include the supply of Standard Software developed and/or distributed by a third party, the Contractor shall, upon request of the TSO, negotiate in good faith with this third party a software escrow

agreement for source code escrow with an independent escrow contractor ("Escrow Agent") at TSO's costs. Such escrow agreement shall cover the Release Cases defined below.

If the Services include the supply of Standard Software developed by the Contractor and/or its Affiliate(s), the TSO may at any time request the Contractor to deposit the source code of the software (including any current or future updates or other actualisations and any information regarding compiler) with an Escrow Agent in a suitable format. Such source code shall include any comments in order to allow a reasonably skilled programmer or analyst to resolve software errors, edit and develop the software. Upon request of the TSO, the Contractor, unless sent online, will transfer the ownership of the deposited data carrier containing the source code and the accompanying materials to the TSO by depositing it with the Escrow Agent. The TSO accepts this transfer of ownership. The TSO undertakes to leave the source code and accompanying materials in the Escrow Agent's deposit except upon occurrence of the Release Cases defined below. The costs of the deposit will be borne by the Contractor and, vis-à-vis the TSO, are already compensated by the price agreed upon under Article 24.

Upon occurrence of a Release Case (as defined below), the TSO shall be entitled to request and the Escrow Agent shall be allowed to convey the deposited source code and materials to the TSO. The Contractor grants the Escrow Agent the right to reproduce the source code, updates and technical documentations for the purposes of the escrow agreement.

The Contractor hereby already transfers to the TSO the non-exclusive right to use, reproduce and adapt the source code (including any current or future updates or other actualisations). The same applies for the technical documentation. Such rights shall include all forms of exploitation stipulated in Article 31.2 or have these acts carried out by a third party conditional on one of the cases listed below.

The terms and conditions of the escrow agreement shall include that the TSO shall be entitled to obtain a copy of the source code of the software in the following cases ("Release Cases"):

- The Contractor agrees in writing to provide the source code to the TSO.
- The Contractor waives a significant part of its assets, is threatened with insolvency or an insolvency petition or similar remedy has been filed or insolvency proceedings or similar proceedings have been opened.
- The Contractor discontinues its business activities, is liquidated or stricken from the commercial register.
- An enforceable judicial decision orders the Contractor to provide the source code to the TSO.
- The Contractor refuses or fails to remedy significant defects or to provide information about necessary program interfaces or other cooperation necessary for the use of the Software.

The Contractor further undertakes to keep the source code material up-to-date on a regular basis.

31.7 Third party rights and indemnification

The Contractor shall hold harmless and indemnify the TSO from and against all claims, demands, loss, damages, liabilities, settlement amounts, costs or expenses whatsoever (including attorneys' fees and costs), arising, directly or indirectly, from any claim, action or proceeding initiated by a third-party claiming that the exploitation or the use of the Services infringes its Intellectual Property Rights. The Contractor shall make an arrangement with the third-party holder of the rights at its own expense, to pay royalties, secure the necessary transfers, licenses, and authorizations or, in the absence of an agreement, modify the Services in order to avoid any infringement to third-party Intellectual Property Rights.

In the event of an action or proceedings for infringement brought against one Party (the Sued Party), caused by an act or omission of the other Party, the other Party undertakes to:

- intervene in the case for the Sued Party by defending the Sued Party's rights and interests and to hold it harmless from any pecuniary and other consequences which may result to the Sued Party from these actions and proceedings;
- bear all of the damages principally due to the holders of the Intellectual Property Rights, in principal, expenses and interest;
- reimburse to the Sued Party, on request, any general expenses including the fees of lawyers, experts, and technical advisers which the Sued Party has incurred by virtue of or on the occasion of these actions or proceedings;
- ensure the immediate adaptation, if necessary, of the contentious material, by replacing it, if needed, free of charge, with equivalent material exempted from any Intellectual Property Rights infringement. All costs, risks, and dangers arising from it are exclusively borne by the other Party;
- ensure that every transaction between the other Party and the third party is subject to prior written authorization by the Sued Party.

Prior approval by the TSO of the modifications to be made to the Services will in no way modify the obligations of the Contractor, especially in the event of new infringement proceedings following such modifications.

32. WARRANTY

32.1 Warranty term

Without prejudice to its obligations and liabilities under applicable law, which is in no way diminished by this Article, the Contractor warrants (*gewährleistet* if the Contract is subject to German law, *waarborgt* or *garantie* if the Contract is subject to Belgian law) that its Services will be free from any defect that could affect them during the warranty period (including the general and particular warranties set out in the Contractual Documents).

If the warranty agreed between the Contractor and its suppliers or subcontractors has a duration or scope exceeding those deriving from the Contract, the Contractor agrees to subrogate the TSO in its rights with regard to its suppliers or subcontractors.

32.2 Obligations of the Contractor

32.2.1 General

During the warranty period, the Contractor will come on Site to analyse any defective Services. Unless the Contractor proves that the defect results from an external cause attributable to the TSO, the Contractor shall remedy the defects at its own expense as well as all of their consequences, and shall replace every part of the defective Services as quickly as possible – and in any case within 15 Days, unless the scope of the activities to be performed for this purpose does not reasonably permit this –, taking all necessary measures to avoid the impairment of operations of the TSO. The Contractor bears all costs related to the remedying of defects, including transportation, transport of personnel and man-hours.

If the defect results from an external cause attributable to the TSO, the Contractor shall submit a quotation which shall be approved in writing by the TSO before proceeding with the remedial works. The Contractor shall remedy the defect as soon as possible after the written approval of the quotation by the TSO, and in any case within 15 Days.

Every time a defect occurs twice during the warranty period or if requested by the TSO, the Contractor will also provide as soon as possible, a root cause analysis of the problem as well as an impact study on the other material of the same type. If the defect derives from a design or manufacturing error, the Contractor shall replace or modify, at its own expense, all identical components provided by the Contractor in every contract concluded with the TSO, even if these have not given rise to any incident.

The Contractor shall ensure a proactive and transparent communication during the whole intervention.

32.2.2 Serial defect

If the TSO reports a defect that makes a serial defect probable, poses a risk for the operation or significantly affects the usability (e.g. construction defect, wrong choice of materials or incorrect assembly), the Contractor shall replace all units of the same design delivered so far, provided that the assumption of a serial defect mentioned above proves to be correct.

In case of a serial defect the Contractor will provide a root cause analysis of the problem as well as an impact study on the other material of the same type.

32.2.3 Software

The Contractor is obligated to deliver software without any dongle, hardlock and/or hardware keys. The Contractor shall take care that any Digital Rights Management system used, if any, shall under no circumstances hinder the transfer of the software from one hardware system to another. Any software shall enable TSO to extract and/or export all of TSO's data.

The programming or installation of intermediate software changes (patches or software bug fixing) with a view to solving technical or operational problems, and also compatibility with new operating systems (OSs) is included in the price.

The Contractor shall provide all Services throughout the term of the Contract, irrespective of the software versions installed in the protection systems. If the Contractor no longer guarantees the version of the software installed in the Services or no longer updates the parameterisation software installed in the PC(s), thereby making it impossible to set the Services and preventing the Contractor from providing the Services, the Contractor shall install a new version of the software, which must be submitted to the TSO's prior approval, that version in question being the latest one developed by the Contractor. Failing this, the Contractor must develop a new version compatible with the Services provided under the Contract and shall also bear the cost of its development and installation at the TSO.

32.3 Obligation of the TSO

The TSO's obligation to examine the Services is limited to defects that are visible upon inspection such as expected from a reasonable party having the same qualifications as the TSO.

32.4 Warranty period and extension

The warranty period starts at the Provisional Acceptance in accordance with Article 29.3 or 6 months after delivery in case no Provisional Acceptance is foreseen.

The storage period will not affect the start of the contractual warranty period as defined in this clause.

Unless otherwise agreed in writing, the warranty period for the above warranty is 30 months from the start of the warranty period defined in this Article. The expiration of the warranty period will not prevent the TSO to introduce a claim if the defect arose during the warranty period.

However, in the event that the Services constitute a building or an object that as per its usual kind of use is typically used for a building (*Bauwerk* if the Contract is subject to German law or *grote werken or garantie des gros ouvrages* if the Contract is subject to Belgian law) or if the Services relate to a building, the statutory warranty (time bar) period from acceptance of the Services by the TSO shall remain applicable.

If, during the warranty period, all or part of the Services are unavailable, the entire warranty period in relation to such (part of the) Services shall be extended by the cumulative duration of all of these periods of unavailability.

If, during the warranty period, it is necessary to replace or repair an element of the Services, the warranty period for the specific element shall restart from the date of rectification or replacement of such element.

If, during the warranty period, it is necessary to replace an element due to abnormal wear, breakage, or an operational defect, the extension of the warranty period applying to this element will not form an obstacle to the pronouncement by the TSO of a partial definitive acceptance and the expiration of the warranty linked to it, insofar as the replacement of that element does not entail the decommissioning of the Services as a whole.

33. MAINTENANCE, TECHNICAL SUPPORT AND SPARE PARTS

In addition to its obligations regarding replacement, repair, and warranty, the Contractor shall pursue the activities or the production necessary for use of the Services by the TSO, including the supply of identical replacement parts or compatible equivalent's parts to enable repairs to the supplied Services, for the expected lifetime of the Goods. In this capacity, the Contractor undertakes to:

- be capable to provide identical Services for a sufficient period, from the expiry of the warranty period onwards. In any event, the Contractor will only terminate the production of a good or the provision of the service required for the use of the object of the Contract and not easily available on the market after having given the TSO prior notice of twenty-four (24) months and having submitted to it all of the elements which the TSO requires to take over the monitoring;
- [provide the technical support Services on the Site for a sufficient period, from the expiry of the warranty period onwards, in order to assist the TSO with the installation, operations, processing, and maintenance if the Services include Installation. This technical support will not be borne by the TSO during the warranty period.]

If the Contractor does not comply with these obligations, he will be liable for all costs and expenses incurred by the TSO.

34. [PROVISION OF MATERIAL BY THE TSO]

[If the Services include Installation, the TSO may impose that the Contractor uses appropriate material that the TSO has made available to it in the course of the Contract:

- if the Contractor plans to use material which is not compliant with the Contract ; or
- if the Contractor is not able to observe the contractual deadlines and/or the plans and that the provision of material by the TSO could help to observe those.

In this event, the amount to be paid under the Contract will be reduced by the value of this material, without prejudice any other right or remedy available to the TSO for breach and/or late performance. The Contractor must use this material and maintain the contractual prices concerning the other Services, even if this provision gives rise to supplementary Services.

In any event, the Contractor may not use the material provided by the TSO for any purpose other than performance of the Contract and/or the PO.]

35. SUSPENSION OF THE CONTRACT

The TSO may suspend the performance of the Contract and/or the PO, in whole or in part, for the duration that it so determines at any time and without being obliged to provide justification (Suspension for Convenience).

In case of suspension for convenience, the Contractor is entitled to receive payment for the Services already rendered in accordance with the Contract and for that part of the remuneration which is attributable to the purchase price of the Goods to be delivered as of the applicable due date according to the Contract and regardless of the suspension. The Contractor shall also be entitled to compensation in accordance with the principles of Article 23.3, it being understood that the compensation shall not include compensation for loss of profit or margin on the material.

This compensation will deprive the Contractor of its right to claim for a compensation for termination for convenience in accordance with Article 36.2 if the Suspension for Convenience were to turn into a termination for convenience.

36. TERMINATION

36.1 Termination for cause

Either Party shall have the right to terminate the Contract or the PO, in whole or in part, after written notification, by registered letter to the other Party and without prejudice of any other right or remedy available to it if this other Party:

- (a) suffers proven financial difficulties;
- (b) waives a significant part of its assets;
- (c) commits acts of fraud, gross negligence and/or wilful misconduct;
- (d) fails to comply with its legal and/or professional obligations;
- (e) breaches an essential obligation under the Contract, such as (and not limited to) its confidentiality obligation under Article 41 or its obligations under Article 31 (intellectual property rights);
- (f) is threatened with insolvency or an insolvency petition or similar remedy has been filed or insolvency proceedings or similar proceedings have been opened;
- (g) is in material breach of the Contract and either that material breach is not capable of remedy or, if the material breach is capable of remedy, the Party in breach has failed to remedy the material breach within fifteen (15) Days after receiving written notice requiring it to rectify the material breach or any other term agreed upon by the Parties; or
- (h) in any other case provided in the Contract.

The termination will be effective on the day of the receipt of the termination notification (and at least three Days after the posting of the registered letter notifying the termination). The Contractor must immediately return all documents, information, source codes, etc. provided by the TSO.

The Contractor will not oppose the takeover of the Services by the TSO or by a third party.

Termination for cause attributable to the Contractor will not give rise to the payment of any compensation by the TSO. However, Services which have been provided before the termination of the Contract by the Contractor shall be compensated according to the payment conditions as set out in the Contract, subject to potential counter-claims.

Nothing herein shall prevent the Parties to terminate the contract for cause in accordance with the applicable statutory provisions.

36.2 Termination for Convenience

The TSO may terminate the Contract or PO, in whole or in part, at any time by registered letter without justification, observing a prior notice period of 30 Days. The notice period starts from the Day of the receipt of the termination notification (and at least three Days after the date of the registered letter's posting).

Upon the termination of the Contract or the PO, the Contractor must return all documents, information, source codes, etc. provided by the TSO, unless the Contract or the PO was only terminated in part and the Contractor needs documents, information, source codes, etc. for the execution of the non-terminated part of the Contract or PO.

Termination of the Contract for convenience as mentioned in this Article will be without prejudice to the TSO's obligation to pay to the Contractor the remuneration due under the Contract for the Services to be provided up to the date of suspension or termination of the Contract (with only the first of these two dates being taken into account), subject to provision of such Services and compliance with the Contract.

If the Contractor has already received a compensation for suspension in accordance with Article 35, this compensation will not be due a second time.

The Contractor shall use reasonable efforts to limit the costs for the TSO in the event of such termination.

36.3 Termination for change in law

Upon prior written notice, each Party is entitled to terminate the Contract and/or the PO, without further delay, if it can establish with reasonable evidence that due to a new and/or amended, regulation, rule, piece of legislation, decision, injunction and/or interpretation, which is legally binding upon the Parties, the further performance of the Contract, in whole or in part, by the Contractor and/or the TSO would no longer be legal and/or would entail a conflict with professional rules and regulations by which the Parties are bound.

36.4 Right of replacement

In case of termination for cause attributable to the Contractor in accordance with Article 36.1, the TSO has the right to either remedy the Contractor's material breach itself or have a third party remedy the material breach at the expense of the Contractor. The right of replacement for this purpose will be exercised by simple notice by registered letter of the TSO containing the TSO's wish for replacement. This letter will contain a request for the Contractor to promptly draw up an inventory of its Services, on a joint basis after due hearing of the Parties. If the Contractor fails to draw up or countersign this inventory, the declaration by the TSO's representative alone will be deemed valid. This right of replacement also applies in the event where the Contractor fails to observe its warranty obligation.

37. LIABILITY

The interventions and/or approvals by the TSO will in no case reduce the liability of the Contractor.

Notwithstanding any remedies under the applicable law which shall not be affected or limited hereby, either Party shall indemnify and hold harmless the other Party, the other Party's personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) resulting from a fault committed by the indemnifying Party in relation to the Contract execution, with this including damage caused by claims or other obligations resulting from abnormal neighborhood disturbances (for instance under article 544 of the Belgian Civil Code / sec. 1004 of the German Civil Code).

Parties' total liability will be limited in aggregate for any matters arising under or in connection with the Contract to the value of the Contract or the value of the PO in case of a framework agreement or 5.000.000 euro, whichever

is higher. Liquidated damages and or penalties (as provided in the Specific Purchasing Conditions ELECTRICAL EQUIPMENT BELGIUM or GERMANY) stipulated in the Specific Conditions ELECTRICAL EQUIPMENT BELGIUM or GERMANY are not included in the cap.

The limitations as foreseen in this Article shall not apply in case of death or bodily injury and in case the damage results from fraud, willful misconduct, gross negligence or breach of contractual duties the performance of which is essential to achieve the purpose of the Contract and on which the other Party may rely. In case where the latter type of duty was breached by mere negligence, recoverable loss shall, however, be limited to loss typical for comparable scenario which was foreseeable at the time of the breach.

38. INSURANCE

38.1 General

The Contractor must subscribe to and maintain in effect all of the necessary insurance policies in view of the object of the Contract and/or the PO. The Contractor's liability shall not be limited to the insurance required as part of the Contract and/or PO.

The insurance policies below as well as all those stipulated by the Contractual Documents must be in force before any performance of the Contract and/or the PO, for the entire duration of this performance and during the warranty periods if relevant. Proof of these insurance policies must be provided upon request to the TSO and the TSO may request a confirmation of maintenance of the warranties from the insurer at any time. As the case may be, the TSO may, if it considers it useful, act in the place of the Contractor to subscribe insurance policies or to pay premiums and may deduct the resulting expenses from the amounts due to the Contractor.

The insurance policies must provide for a waiver of recourse in respect of the TSO and must consider the TSO and its agents as third parties for damages caused to them by the Contractor with regard to the other policyholders.

38.2 Transport

The Contractor will, at its own expense, obtain and keep in full force and effect during the term of the Contract, or any extension thereof, Transport Insurance on the full value of all Services transported under the Contract.

The TSO requires the Transport Insurance policy to cover any damage or loss caused to the Services during transport, including warehousing, loading, intermediate storing, unloading, stowing (all means) and covering. The Contractor may require its carriers to take this responsibility over, partially or fully.

38.3 Workplace accidents and third-party motor insurance

The staff of the Contractor and its subcontractors must be covered by the Contractor's insurance for accidents in the workplace and during travel to and from work. The vehicles of the Contractor, its subcontractors and their agents must be covered by third-party motor insurance, even if they are only used on private land.

38.4 Liability insurance [and construction all risk insurance]

The professional or operating, contractual and extra-contractual (tort) liability of the Contractor, as well as construction all risks, must be insured for sufficient amounts while taking into account the risks of the Contract and/or the PO, including the value of the materials/equipment provided. This insurance obligation does not in any way imply any limitation on the liability of the Contractor or any warranties of the TSO against third-party's claims for amounts exceeding the insured limits or for uninsured risks.

The policies contain at least the following coverages:

38.4.1 Liability insurance

- 'Public Liability' insurance policy (including cover for damage to items entrusted to stakeholders), insured limit per claim for bodily injury, property damage and immaterial consequential damage combined.
- 'Products and Completed Operations Liability' insurance policy, insured limit per claim and per insurance year for bodily injury, property damage and immaterial consequential damage combined.

The aforementioned policies:

- include a waiver of recourse against the TSO and all of its Affiliates;
- cite the TSO and its relevant Affiliates as an Additional Insured when third party introduces a claim against the TSO or its Affiliates for damages caused by the Contractor in the framework of the Services;
- consider the TSO and all of its Affiliates as third party for damages caused to them by the Contractor.

38.4.2 Construction All-Risk insurance (CAR)

[If the Services include Installation and unless otherwise agreed by the Parties, the Contractor shall take out the Construction All-Risk (CAR) insurance (sometimes referred to Erection All-Risk (EAR)) for themselves and any other relevant stakeholders (including the owner, contractors, subcontractors and engineering firms) for construction activities within the Services and for their respective rights and interests. Said insurance shall cover the following:

- The full value of all Services performed during the construction period, including all materials delivered to the construction site that are used during work, up to and including the provisional completion of the work performed.
- The insurance shall not cover any equipment used to perform the Services that remains the property of the Contractors and subcontractors (including site sheds and site vehicles).
- Cover during the construction, erection and testing period of physical damages caused by faulty workmanship, defect or faulty design, calculation or planning errors or mechanical or electrical breakdown or derangement inclusive the defective part even if the damages are limited to this faulty part.
- Up to the full value of the completed Services, coverage of a 12-months "Full Makers Guarantee" period. As from the Provisional Acceptance, coverage, during 12 months, of the loss of or damage to the covered Contracts caused by the insured parties in the course of fulfilling their obligations during the maintenance period in accordance with the terms of the Contract or which occurs during the maintenance period from a cause arising before the date such Provisional Acceptance was pronounced, including the damage caused by faulty material, defect in design, faulty workmanship inclusive the defective part (faulty part).

With regard to the Services performed on an existing asset, CAR insurance underwritten by the Contractor is extended to cover damage to existing assets.

This CAR policy shall also contain a section 2, Public Liability, covering all bodily injury, property damage and immaterial consequential damage suffered by third parties as a result of the application of the Contract. This section shall solely cover the extra-contractual liability of the insured parties. The policy shall come into force following the application of the personal Public Liability policy of all those involved in the construction project, aside from the owner.

It is stated that:

Any loss or damage not covered through the application of the exemptions and exclusions included in the various policies shall continue to be borne by the contractor liable for the damage.

The guarantee for section 2 (Public Liability) underwritten by the Contractor shall not under any circumstances limit the Contractor's liability.]

39. FORCE MAJEURE

In the event that a situation of force majeure, as defined below, is invoked by the TSO or the Contractor, performance of the obligations under the Contract which are impacted by the force majeure shall be suspended temporarily for the duration of the event giving rise to force majeure.

Force majeure shall mean any and all incidents which (i) could not reasonably have been predicted, (ii) arise after the conclusion of the Contract, (iii) are not attributable to negligence on the part of either Party and (iv) make the performance of the Contract temporarily or permanently impossible.

The Party invoking force majeure shall notify the other Party by telephone and by any means of written communication at the earliest possible opportunity and without undue delay, however at the latest within 5 (five) Working Days after the Party became aware, or should have become aware, of the situation of force majeure, of the reasons why it is unable to fulfil some or all of its obligations and the period during which it reasonably envisages being unable to fulfil them.

Nevertheless, the Party invoking force majeure shall make every reasonable effort to limit the consequences of its failure to fulfil its obligations to the other Party and third parties, and to resume the fulfilment of said obligations immediately after the event amounting to force majeure has ceased to exist.

In the event that the period of force majeure lasts for ninety (90) consecutive Days or more and one of the Parties, following the situation of force majeure, is unable to fulfil its core obligations under the terms of the Contract, either Party may terminate the Contract with immediate effect subject to sending a registered letter stating its reasons for the termination, on the understanding that any amount outstanding at the time the Contract is terminated remains payable pursuant to the terms and conditions thereof. Notwithstanding the above, where the TSO is entitled to terminate the Contract for force majeure, the TSO shall have the right to propose alternate means of securing performance of the relevant Services, including the performance by a third-party pending resolution of the force majeure event.

40. HARDSHIP

If an event, such as lockdown measures taken in the framework of a pandemic, which (i) could not reasonably have been predicted, (ii) arise after the conclusion of the Contract, (iii) are not attributable to negligence on the part of either Party and (iv) modify substantially the contractual equilibrium settled by the Parties, the Parties will negotiate in good faith in order to reach a fair burden of the costs caused by such event. An increase of the cost of one Party of less than 10% will never be considered as a substantial modification of the contractual equilibrium. All costs invoked by the Parties will be duly evidenced.

41. CONFIDENTIALITY

41.1 Confidential Information

Confidential Information shall be any and all information exchanged and/or made accessible under and/or in connection with the Contract, including any technical specifications, drawings, technical / operational data, know-how and any other kind of technical, financial, commercial and/or any other kind of information, in any form whatsoever (e.g. verbal, written, digitally stored or other) that is not (i) public knowledge at the time of disclosure or thereafter becomes public knowledge through no fault of the receiving Party, (ii) already known to and under the free disposal of the receiving Party before the disclosing Party gave it access to such information other than through a breach of confidentiality, or (iii) legally conveyed to the receiving Party by a third party without being subject to any kind of confidentiality duties. Neither Party shall seek to obtain Confidential Information through reverse-engineering of an item, unless such item has already been made publicly accessible or under mandatory copyright law provisions.

41.2 Confidentiality obligations

The Contractor acknowledges to be aware of the TSO's specific confidentiality obligations regarding the management of the electricity transmission network.

The Parties shall keep secret, treat any Confidential Information as private and confidential, and not disclose it to any third party without the disclosing Party's prior written approval.

The Parties shall procure that only those of their employees, officers, agents and representatives and subcontractors have access to the Confidential Information (i) to the extent they have a strict need-to-know and (ii) who are subject to confidentiality obligations at least as strict as the ones set out in this Article. The TSO shall especially be entitled to submit any Confidential Information, including documents, technical data, software or simulation models, to neutral third parties for validation or technical consulting purposes.

No reference to the TSO, its names, brands, logos, photos, codes, designs and specifications regarding its form and use may be made by the Contractor in advertisements, promotional, and publicity efforts, publications or presentations of a technical, commercial or other nature without the prior written authorization of the TSO.

41.3 Confidentiality obligations duration

The confidentiality obligations will be in force for ten (10) years from the termination of the Contract or in the event that the Contract is not concluded, from the disclosure of the Confidential Information. After the end of the aforementioned period, the receiving Party shall upon written request of the disclosing Party immediately return or destroy all Confidential Information, copies and/or reproductions thereof and confirm return/destruction.

41.4 Disclosure

The Parties shall be entitled to disclose Confidential Information on a strict need-to-know basis to legal and tax advisors as well as technical advisors and Affiliated Companies provided they are obliged to maintain confidentiality substantially in accordance with the provisions of the Contract and that such a receiving Party or an Affiliated Company is not entitled to further forward it to third parties.

The TSO is entitled to disclose the Contract, in particular to the regulator or to any of its contractors, who will be obliged to confidentiality, to the extent it is necessary to coordinate and match all interfaces.

The Parties are entitled to disclose Confidential Information to the extent it is required under (i) mandatory applicable law, or (ii) any legally binding court decision, or (iii) any comparable administrative measure, all provided that the receiving Party informs the disclosing Party reasonably in advance of any such disclosure (to the extent in line with the applicable statutory law).

41.5 Breach of confidentiality and gross negligence

Any breach of this obligation of confidentiality by the receiving Party is considered a material breach of the Contract and entitles the disclosing Party, pursuant to Article 36.1, to terminate any contractual relationship, transaction, or other relationship with the receiving Party immediately and without any indemnity being due by the disclosing Party to the receiving Party and to liquidated damages and/or penalties (as provided in the SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY), without prejudice to the right of the disclosing Party to obtain full compensation for any loss deriving from the said material breach of the Contract. The liquidated damages and/or penalties (as provided in the SPC ELECTRICAL EQUIPMENT BELGIUM or GERMANY) will be due for each breach of a confidentiality obligations. The Contractor waives its right to invoke the continuation of the infraction with respect to intentional breaches.

42. PROCESSING OF PERSONAL DATA

If the Contractor processes personal data for the TSO for the purposes of executing the Contract, the Contractor is regarded as a Processor within the meaning of the General Data Protection Regulation ('GDPR'). The Contractor shall not be entitled to use, either in part or in full, the personal data, as defined in Article 4 of the GDPR, ("Personal Data") provided to it, in any way for any purpose other than for the execution of the Contract, except if required by law.

The TSO shall have the right to obligate the Contractor to conclude a Data Processing Agreement in accordance with a model provided by the TSO for that purpose. If the TSO does not consider this Data Processing Agreement necessary, the provisions of this Article shall apply to the performance of the Services by the Contractor. The Contractor shall process Personal Data in a proper and careful manner, in conformity with the applicable laws and regulations, especially in conformity with the arrangements set out in Articles 24, 28 and 32 of the GDPR, as well as any applicable Code of Conduct of the TSO.

The Contractor shall (and will ensure that its subcontractors) apply appropriate technical and organizational measures to protect the security, confidentiality and integrity of Personal Data, against loss or any form of unlawful processing. Taking account of the state of the art and the execution costs, these measures shall ensure an appropriate level of security with a view to the risks associated with processing and the nature of the Personal Data to be protected. The measures are partly aimed at preventing unnecessary collection and further processing of Personal Data. The Contractor shall record such measures in writing.

The Contractor, as Processor, will not (and will ensure that its subcontractors will not) transfer Personal Data to a country outside of the European Economic Area without the TSO's prior written consent.

The Contractor shall fully cooperate with the TSO in securing the following rights of data subjects within the meaning of Articles 15, 16, 17, 18 and 19 of the GDPR (i) providing access to their personal data; (ii) deletion or correction of Personal Data; and/or (iii) providing proof that Personal Data has been deleted or corrected if previously incorrect, or – if the TSO challenges the position of the data subject concerned – registering that the data subject considers his/her Personal Data to be incorrect.

The Contractor shall assist the TSO in complying with the obligations regarding the security of Personal Data, reporting obligations in the event of data breaches, data protection impact assessments and prior consultations set out in Articles 32 to 36 of the GDPR.

The TSO shall at all times be entitled (to commission a third party) to check if Personal Data is processed in accordance with the requirements of the GDPR and other applicable laws and regulations. The Contractor shall be obligated to grant access to the TSO or to third parties engaged by the TSO, and to fully cooperate in actually performing such checks.

43. RESOLUTION OF TECHNICAL DISPUTES

In the event of a dispute of a technical nature between the TSO and the Contractor (or in cases making express reference to this Article), the dispute will be submitted to an expert designated jointly by the Parties or, in the absence of an agreement on an expert being achieved within two Weeks after a Party has made an according request, by the president of the Chamber of Commerce competent for the location of the registered office of the TSO. Such expert may impose appropriate intermediary measures.

If the technical nature of the dispute is disputed between the Parties, the competent court, according to the Specific Conditions governing the Contract, will determine the nature of the dispute.

In case of technical disputes, the sole mission of the expert will be to settle the technical dispute and hence, as the case may be:

- to impose the changes to be made to the technical conditions of the Contract, as well as the resulting modifications, particularly with regard to the prices and contractual deadlines;
- to determine whether the Provisional Acceptance should have been granted and if so, to set the date on which the Provisional Acceptance should have been granted ;
- to determine whether the final acceptance should have been granted and if so, to set the date on which the final acceptance should have been granted.

The expert issues his or her decision within 30 Days of the date of the appointment. The Parties may submit any document to the expert in advance that is of use for resolving the dispute as quickly as possible. A copy of these documents is to be notified at the same time to every other party involved in the proceedings.

The expert's decision is binding on the TSO and on the Contractor as well as on any other intervening party that has agreed to take part in the proceedings; however, a full review of the determination by the competent court or tribunal shall be permissible where agreed herein or elsewhere. The expenses of the expert shall be shared between the TSO and the Contractor, as decided by the expert.

44. MISCELLANEOUS PROVISIONS

44.1 Non-exclusivity

The conclusion of the Contract does not give the Contractor any right of exclusivity. Even during the validity period of the Contract, the TSO may order the performance of services identical or similar to those described in the Contractual Documents by other contracting parties or by its own services. On account of this, the Contractor may not invoke any right to compensation.

44.2 Assignment

Parties may not assign or transfer all or part of the rights, claims, and obligations resulting from the Contract to third parties, other than Affiliated Companies, without the other Party's prior approval.

44.3 Delegation by the TSO

The TSO may grant the power to any third party to carry out any action provided in the Contract in its name and on its behalf.

44.4 Languages

The language of the Contract is specified in the Contractual Documents and is to be applied to all of the documents. Without prejudice to the provisions on language and interpretation in Article 0, in the event of contradiction and/or ambiguity, the version of a Contractual Document drawn up in the language of the Contract will prevail over any other version.

44.5 Independence between the Parties

Either Party remains independent from the other. Neither the Contractor nor any person or third party designated by the Contractor to perform the Contract is the employee, associate, agent, representative or legal representative of the TSO.

No element of the Contract may be interpreted as creating an agency or distribution relationship between the Parties, creating a joint venture or permitting one Party to represent or commit the other Party regarding third parties.

44.6 Complaints

If the Contractor wishes to submit a complaint, it must provide information on the grounds of this complaint by a registered letter to the TSO within 30 Days of the occurrence of the facts that caused it.

44.7 Waiver

Failure or delay by a Party in exercising, any of its rights under the Contract or failure to react in the event of breach by the other Party of the Contract will not be considered as a waiver even implied, by this Party to exercise that right or any other right under the Contract at any subsequent time. A waiver must always be made expressly and in writing.

44.8 Severability

Should any provision of these General Purchasing Conditions be or become invalid in whole or in part or should there be an omission in these General Purchasing Conditions, this shall not affect the validity and enforceability of the remaining provisions of these General Purchasing Conditions.

[If the Contract is governed by German law, in place of any general terms and conditions (*Allgemeine Geschäftsbedingungen*) which are invalid or not incorporated in the Agreement the statutory provisions shall apply. However, the Parties shall use their best efforts to replace the statutory provision by an agreement which reflects as closely as possible the original economic purpose.]

In all other cases, the Parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the Agreement (*ergänzende Vertragsauslegung*) does not have precedence or is not possible.

44.9 Anti-competitive practices

If the TSO discovers, at any moment, that the Contractor is guilty of any action, agreement, or understanding of a nature to distort normal competition conditions, the TSO is entitled to terminate the Contract without prior notice and without indemnity, and to liquidated damages and/or penalties as determined in the Contract, without prejudice to the right of the TSO to obtain full compensation for any loss deriving from the anti-competitive practice, as well as to exclude the Contractor from participating in any capacity in any contract which the TSO may conclude for a maximum period of 2 years as from the decision of exclusion. The liquidated damages and/or penalties will be due for any breach, including anti-competitive practice. The Contractor waives its right to invoke the continuation of the infraction with respect to intentional breaches.

45. REPRESENTATIONS

45.1 Accuracy of the representations

The Contractor represents, warrants, guarantees and covenants to the TSO that the representations and warranties provided in this Article are true and accurate at the date of the signing of the Contract (or at any other date specified in each case).

45.2 Absence of conflict of interest

None of the Contractor, the legal or Beneficial Owner(s) (as defined below) of the participating interests in the Contractor, nor any immediate family member or other close relative of such legal or Beneficial Owner(s),

currently have or at any time in the past have had any undisclosed Conflict Of Interest (as defined below) with respect to (any prospective business partner) of the TSO.

For the purpose of this Article, Conflict Of Interest means any situation where either a legal entity or an individual is in a position to exploit a professional or official capacity in some way to further either of his/its corporate or personal benefit.

For the purpose of this Article, a Beneficial Owner means any person who indirectly, whether under oral and/or written agreement, has or had a right to receive a monetary or other benefit from a participating interest in the Contractor.

45.3 The Contractor's status

The Contractor is a legal entity duly incorporated and validly existing under applicable laws.

The Contractor is duly authorized to own its assets and to carry on its business as it is being conducted.

45.4 Anti-corruption and anti-bribery laws

The Contractor represents, warrants and covenants that it is and will remain in compliance with all applicable legislation and regulation regarding anti-corruption ("Anti-Corruption Laws").

Neither the Contractor nor any of its Affiliates or officers has, in connection with the Contract and the transactions contemplated hereby, directly or indirectly made, and will not make, any contribution, gift, bribe, rebate, payoff, influence payment, kickback, promise or other payment to any person, private or public, including any public officials, whether in money, property or services to (i) obtain favorable treatment or secure any contracts, deeds, certificates, statements, agreements or commitments, or (ii) obtain special concessions (or compensate special concessions already obtained), in each case, in violation, in any material respect, of any Anti-Corruption Laws.

45.5 Binding obligations and absence of conflict with other obligations

The Contractor confirms, by entering into the Contract, that the Contractor's obligations pursuant to the Contract are legal, valid, binding and enforceable obligations.

The entry into, and performance of the Contract and of the transactions contemplated hereby, by the Contractor, do not and will not conflict with:

- (a) any law applicable to the Contractor (including any Anti-Corruption Laws);
- (b) the Contractor's constitutional documents;
- (c) any agreement or instrument binding upon the Contractor or concerning any of their respective assets, or constituting a default or termination event (however described) under any such agreement or instrument.