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GENERAL TERMS AND CONDITIONS OF PURCHASE

The English version of the General Terms and Conditions of Purchase has been given on a merely informational basis.
Only the French and Dutch version shall be deemed authentic.

GENERAL TERMS AND CONDITIONS OF PURCHASE

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I GENERAL PROVISIONS

1 Generalities

1.1 Scope of application

These general terms and conditions of purchase apply to all Agreements and all deliveries made to, and orders issued by, the Company. No exception to these general terms and conditions of purchase will be accepted unless it has been expressly provided for in the documents constituting the Agreement. Any such exception will, in any case, apply only to the Agreement within the scope of which it has been stipulated.

The Contractor, by accepting the Agreement in accordance with Article 2.2, abandons all its terms and conditions, whether general, specific or other, whenever and in whatever form these are communicated.

1.2 Definitions

(a) Goods:

refers to the goods which form the object of the Agreement, as specified in the Act of December 24 1993 concerning public contracts and certain contracts for works, supply and services.

(b) Contractor:

refers to the natural or legal person with whom or which the Company has concluded an Agreement.

(c) Date of Conclusion of the Agreement:

refers to the date determined in accordance with Article 2.2.

(d) Grid operator:

refers to operator of electricity grids within the meaning of the Act of April 29 1999 concerning the organisation of the electricity market and the decrees and regional ordinances issued in connection therewith.

(e) Days - Weeks – Months:

refers to the number of calendar days, weeks or months.

(f) Agreement:

refers to the agreement concluded between the Company and the Contractor, under which the latter undertakes to provide to the former the Goods and/or Services agreed, specified in the constituent documents listed in Article 2.1.

(g) Party (Parties):

refers to the Company and/or the Contractor as the case may be.

- (h) **Guarantee period:**
refers to the period the start and duration of which are specified in Article 14.2.1.
- (i) **Project:**
refers to the aggregate of the Works, Goods and/or Services to be provided by one or more Contractors under one or more Agreements.
- (j) **Quantities – Measurements:**
- **Estimated Quantities:**
means the estimated quantities of substances, materials, plant, equipment, construction and/or erection work, tasks and services agreed as necessary for the proper performance of the Agreement, based on the data available at the time of concluding the Agreement.
 - **Measured Quantities:**
means the quantities of substances, materials, plant, equipment, construction and/or erection work, tasks and services which the Contractor has actually supplied and/or carried out and which quantities have been accepted by the Company based on bills of quantities.
 - **Measurements:**
refers to the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- (k) **Services:**
refers to the services which form the object of the Agreement, as specified in Annexe 2 to the Act of December 24 1993 concerning public contracts and certain contracts for Works, Supply and Services.
- (l) **Services Level Agreement:**
refers to the agreement between the Contractor and the Company concerning the service level to be achieved in the course of the performance of the Agreement.
- (m) **Site:**
refers to all or part of the localities where the activities relating to the performance of the Agreement are carried out.
- (n) **Company:**
refers to the company which has signed the contract or order, Elia System Operator s.a. or Elia Asset s.a. as the case may be, or any person mandated by it under Article 2.4.

(o) Works:

refers to the Works which forms the object of the Agreement and the purpose of which is the realisation, or design and realisation, of Works relating to one of the activities specified in Annexe 1 to the Act of December 24 1993 concerning public contracts and certain contracts for Works, Supply and Services.

(p) Value:

- Estimated Order Value:

refers to the sum of the products obtained by the multiplication of the Estimated Quantities by the unit prices of the order, and/or the sum total of the contractual lump sums.

- Final Order Value:

refers to the amount actually paid by the Company to the Contractor, on completion of the order, excluding VAT.

2 Agreement

2.1 Constituent documents

The Agreement is composed of at least the following documents, which are in the Contractor's possession:

- the contract signed by the Company and the Contractor or the order accepted by the Contractor in accordance with Article 2.2, including all its annexes;
- if applicable, the Service Level Agreements;
- if applicable, the technical specifications or technical requisition file containing all the technical documents which apply to the Agreement;
- if applicable, the building site or site regulations;
- the Company's general regulations applicable to the Agreement;
- if applicable, the rules concerning access, safety, well-being and the environment (including, inter alia, the general safety regulations for contractors carrying out Works on the instructions of the Company);
- these general terms and conditions of purchase;
- if applicable, the list of unit prices and lump sum rates, if this is not included in the Agreement documents.

In case of difficulty of interpretation or contradictions between the constituent documents, each document prevails over the one which follows it in the order in which they are listed in the contract or the order form, or else in the order as listed hereabove.

In case of difficulty of interpretation or contradictions between a constituent document of the order and its complements or appendixes, the main document prevails.

The documents exchanged by the Company and the Contractor prior to the Date of Conclusion of the Agreement can never prevail over the provisions of the Agreement, nor apply concurrently with them. They may only be invoked for the purpose of clarifying provisions of the Agreement for which more than one interpretation is possible.

Documents which are referred to as being "*in the Contractor's possession*" in a constituent document of the Agreement are deemed to be in the Contractor's possession and are not attached to the Agreement. It is the Contractor's responsibility to request a copy of these documents from the Company if they are not in the Contractor's possession.

2.2 Conclusion of the Agreement

2.2.1 Without prejudice to Articles 2.2.5 and 2.5, the Date of Conclusion of the Agreement shall be the date when the contract or order is sent or delivered by the Company to a representative of the Contractor, by whatever means, including electronic means.

2.2.2 The Agreement shall be deemed to have been accepted without reservation by the Contractor in any of the following cases:

- (a) On receipt by the Company of the order or contract, approved and signed without reservation – this may be done electronically – by the Contractor within the time-limit specified in the order or contract or, if a fixed time-limit is not specified, within fifteen (15) Days of the order or contract being sent;
- (b) Without prejudice to Article 2.2.5, once the Contractor has begun to perform the Agreement within the time-limit specified in point (a);
- (c) Once an invoice related to the Agreement has been issued within the time-limit specified in point (a).
- (d) If the Company does not receive the order or contract approved and signed without reservation by the Contractor within the time-limit specified, the Contractor shall be deemed to have accepted the Agreement without reservation;
- (e) Without prejudice to points (b) and (c), if the Company does not stipulate that it must receive the order or contract, the Contractor will be deemed to have accepted the Agreement without reservation unless it has made known its reservations in writing within fifteen (15) Days of the order or contract being sent.

2.2.3 Within eight (8) Days of the expiry of the time-limit specified in Article 2.2.2. (a), the Company may notify the Contractor that the Agreement is null and void.

2.2.4 Tacit extension

Even if the Agreement relates to the provision of goods or services to be effected successively, it may not be renewed by tacit extension. The Contractor will be responsible for submitting, if applicable, a proposal for the renewal of the Agreement, three (3) Months before it expires.

2.2.5 Suspensive condition

Without prejudice to Article 30, the order or contract will specify whether the Agreement is subject to the suspensive condition that all authorisations and licences required by the authorities for the supply of the Works, Goods and/or Services, which form the object of the Agreement, have previously been obtained, without any payment being due to the Contractor.

If one of the authorisations or licences required is refused by the relevant authority, subsequently annulled or withdrawn, or is subject to an appeal of any kind which may lead to its being annulled or suspended, the Company reserves the right, at its discretion, to suspend or terminate the Agreement, wholly or in part, in which case an indemnification will be paid to the Contractor in accordance with Article 2.11.

2.3 Assignment of the Agreement

2.3.1 by the Contractor

The Contractor may not assign or transfer to any third party its rights and obligations arising from the Agreement, whether wholly or in part, without receiving the Company's prior written consent.

2.3.2 by the Company

The Company may assign all or part of its rights and obligations arising from the Agreement to any company which is connected or associated with it within the meaning of the companies Code or the Act of April 29 1999 concerning the organisation of the electricity market, informing the Contractor of this assignment as soon as possible.

2.4 Delegation of powers by the Company

The Company reserves the option to confer, on any third party of its choice, the power to effect, in its name and on its account, all acts provided for in the Agreement.

The intervention of the Company's authorised representative cannot alter the acknowledged effect of these acts.

The precise extent of the powers of representation conferred on the Company's authorised representative will be specified in the Agreement. If the precise extent of the authorised representative's powers is not specified, or is in doubt, the Contractor must consult the Company directly.

2.5 Partnership - Subcontracting

2.5.1 Once the Agreement has been concluded, the Contractor may not enter into partnership with a third party for the purpose of performing it without the Company's prior written consent.

If the Agreement is concluded with a partnership, the partners are individually and jointly liable to the Company with respect to all the contractual obligations imposed on the Contractor by virtue of the Agreement, barring any exceptions specified in the latter. The partners nominate one of them to represent the partnership, with full powers to represent them and to ensure co-ordination of the performance of the Agreement.

2.5.2 The Contractor may not sub-contract the Works, Goods, and/or Services which are its speciality without prior written authorisation from the Company. The Contractor may, at its responsibility alone, purchase certain supplies from third parties or sub-contract the provision of certain services to them.

The Contractor will submit to the Company for its approval, before it commences performance of the Agreement or part thereof, a list of the suppliers or subcontractors envisaged. If approval has not been given within fifteen (15) Days, this list will be deemed to have been accepted. In the course of performing the agreement, the Contractor may not choose a supplier or subcontractor other than those included in the list approved by the Company unless it has the Company's prior written consent. This approval cannot give rise to any legal relationship between the Company and the suppliers or subcontractors nor diminish the Contractor's responsibility.

The Company may demand that competing tenders from subcontractors be submitted to it.

In the event that the guarantee agreed between the Contractor and its suppliers or subcontractors has a duration or extent greater than those which result from the Agreement, the Contractor will subrogate the Company in its rights in relation to its suppliers or subcontractors.

2.6 Exclusivity

The Contractor cannot lay claim, in any form, to exclusivity as regards the Works, Goods and/or Services which form the object of the Agreement. The Company does not guarantee the Contractor any minimum volume of turnover.

2.7 Termination – Substitution – Indemnification – Defaulting by Contractor

2.7.1 Termination - Suspension

The Company reserves the right to terminate or suspend the Agreement, wholly or in part, giving thirty (30) Days' notice, by simply notifying its intention by registered letter, without formalities and/or without stating reasons. In such a case, the Contractor's sole indemnification will be as specified in Article 2.11.

2.7.2 Culpable non-performance for which the Contractor is responsible

(i) Option of substitution or termination

Except in the cases specified in Article 2.8, if the Contractor defaults on the performance of any part of its obligations, the Company reserves the right to take the following measures, by registered letter without advice of delivery, without any legal formalities being required and without prejudice to other measures provided for in the Agreement, including its right to claim the penalties specified in Article 4 and receive compensation for actual loss resulting therefrom, fifteen (15) Days after a formal demand has been served by registered letter:

- make good the Contractor's non-performance, in particular by acting in the Contractor's stead, or by substituting a third party, to perform the Contractor's obligations, at the latter's expense and risk;
- suspend the performance of the Agreement until the Contractor has established that it has remedied its non-performance (the indemnification specified in Article 2.7.1 will not apply to this suspension, under any circumstances);
- terminate the Agreement, wholly or in part.

The Company reserves the right to make equipment available to the Contractor in the course of the Agreement:

- if the Contractor plans to use equipment which is not in conformity with the Agreement;
- if the Contractor is unable to adhere to the contractual timescales and/or planning.

In this case, the price specified in the Agreement for the supply of this equipment will be deducted, without prejudice to the Company's right to claim the penalties specified in Article 4. The Contractor undertakes to use this equipment and to maintain the contractual prices as regards studies, transport, erection and other related services, even if the making available of this equipment gives rise to the provision of additional goods and/or services.

(ii) Termination in the event of serious misconduct

The Company reserves the right to terminate the Agreement, by registered letter without advice of delivery, without notice and without any legal formalities being required, in the event of a serious infringement of the Contractor's obligations. This option will be exercised without prejudice to other recourse or rights which the Company may exercise.

(iii) Incapacity on the part of the Contractor

The Company may terminate the Agreement or suspend all or part of its own obligations, by registered letter without advice of delivery, without any legal formalities being required, if the Contractor's situation proves, after the Date of Conclusion of the Agreement, such that there is good reason to fear that the Contractor will not fulfil its obligations; the Contractor will be required to compensate the Company for all losses which the latter incurs as a result of such termination.

This will apply, in particular, in the event of withdrawal of registration, bankruptcy proceedings, sequestration or liquidation of the Contractor, or equivalent proceedings abroad. The Company or the third party substituted for the Contractor may, for the purposes of performing the Agreement, use the Contractor's technical documents, materials, equipment, plant, tools and installations allocated to the performance of the Agreement.

2.8 Effects of causes for exemption on the Agreement

2.8.1 Instances of force majeure will, in particular, be considered as a cause for exemption, if they arise after the conclusion of the Agreement, such as:

- war, whether declared or not, civil war, unrest and revolution, piracy, attacks or terrorism, sabotage;
- natural disasters such as violent storms, tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.;
- explosions, fires, destruction of machinery, plant and installations, provided that the Contractor is not responsible for these;
- government action.

The following will also be considered as grounds for exemption:

- boycotts, strikes and lock-outs of any nature, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability;
- delays in completion of part of a structure which has to be completed prior to the Contractor's intervention, if its being delayed directly affects the Contractor's performance and the delays are not in any way caused by the Contractor himself or his suppliers and subcontractors.

The following will be considered as a cause for exemption for the Company:

- the termination of the Agreement being required by, or becoming necessary as a result of, legislation, decrees or regulations, or a decision, opinion or proposal from a regulatory authority governing all or part of the Company's activities, or any other authority;

- all the causes of exemption and/or emergency situations listed in:
 - the technical regulations for the management of the electricity transportation grid and access to the latter; or
 - the technical regulations for the distribution, local transportation or regional transportation of electricity.

2.8.2 The affected party must notify the other party of the existence of a cause for exemption as soon as it has knowledge of such event and not later than eight (8) Days from the date when the event supervenes. The notification must specify the nature, starting date, presumed end date, as well as the estimated effects of the cause of exemption on the performance of the affected party's obligations.

The affected party will make every endeavour to limit the effects of the cause for exemption on the Agreement.

As soon as the cause for exemption has ended, the affected party must notify the other party of the precise date when the cause for exemption ended, its actual effects on the performance of the affected party's obligations and the reasons. It must attach supporting documentation to this written notification, and if applicable attestations issued by an official body.

2.8.3 Without prejudice to Article 3.2, the supervention of any cause for exemption will have the effect of suspending the performance of the obligations of the party which it affects. The latter will be exempted from its obligations to perform for a period which may not exceed the duration of the actual delay incurred owing to the cause for exemption. Throughout the duration of the suspension of the Contractor's obligations, the Company's corresponding financial obligations will be suspended.

2.8.4 The Company may terminate the Agreement:

- if it has become altogether impossible to perform; or
- if suspension owing to the supervention of a cause for exemption lasts more than three (3) Months; or
- if, when a cause for exemption supervenes, it can reasonably be expected to render the Agreement altogether impossible to perform or if the resulting suspension can be expected to continue for at least three (3) Months.

2.9 Renegotiation

If, during the term of the Agreement, Works, Goods and/or Services of equal or similar quality to those which form the object of the Agreement are offered at substantially lower prices or on markedly more advantageous terms than those stipulated in the Agreement, the Company may renegotiate the Agreement, after notifying the Contractor by registered letter. If the Company and the Contractor cannot reach agreement within three (3) Weeks of the date of the abovementioned notification, the Company may prematurely terminate the Agreement, wholly or in part, without any indemnification.

The same mechanism shall apply if the amendment of the Agreement is required by, or becomes necessary as a result of, legislation, decrees or regulations, or a decision, opinion or proposal from a regulatory authority governing the Company, or any other authority.

2.10 Hardship

Without prejudice to Article 2.7.1, if unforeseen events occur, other than those specified in Article 2.8, which the parties are unable to avoid, and which have the effect of overturning the economic bases of the Agreement to the detriment of either party, the latter will jointly agree the amendments to be made to the Agreement, or the indemnification to be paid to either of the parties which has demonstrably incurred expenditure.

2.11 Expenditure and indemnifications

In the event that the Agreement is suspended or terminated as provided for in Articles 2.2.5, 2.7.1, 2.8 and 3.3, the Company will pay the Contractor an indemnification covering (i) the remuneration due, under the Agreement, for the Works, Goods and/or Services provided up to the date of suspension or termination (only the earlier of these two dates being taken into account) and (ii) the non-amortised proportion of the specific investments made by the Contractor exclusively at the Company's request, insofar as these investments cannot reasonably be used to carry out other work. No indemnification will be due from the Company to the Contractor.

In the event of termination in accordance with Article 2.7.2, no indemnification, payment or reimbursement of expenses will be due from the Company to the Contractor.

3 Contractual timescales

3.1 Compliance with time-limits

The Contractor is required to perform the obligations which form the object of the Agreement within the specified time-limits. The Company reserves the right to request any measure which can ensure the timely performance by the Contractor of its obligations.

Time-limits will commence from the date when the Agreement enters into force and are imperative. The date when the Agreement enters into force, if it is not explicitly specified in the contract or the order, will be the Date of Conclusion of the Agreement.

If the time-limit is determined in Days, it expires at the end of the last Day of the period specified in the Agreement. If the time-limit is determined in Weeks, it is counted from Day to Day. If it is specified in Months, the period is counted from Day of the Month to Day of the Month. If the Day of the Month does not exist in the Month in which the time-limit expires, the period expires at the end of the last Day of that Month.

If the last Day of a time-limit is a public holiday, the time-limit is extended to the end of the first working Day that follows.

3.2 Delay – Changes to time-limits

Any event which may delay the performance of the Agreement or delay the provisional acceptance described in Article 12.2 or, during the Guarantee period, repairs and adjustments, must be reported in writing within eight (8) Days of its occurrence.

Time-limits may only be extended:

- insofar as this corresponds to the suspension ordered by the Company under Article 2.7.1; or
- if this is justified by a cause for exemption affecting the Contractor, specified in Article 2.8, and within the limits and conditions specified in Article 3.3; or
- if this is due to non-performance by the Company of its obligations, if this non-performance results from a cause for exemption specified in Article 2.8; or
- if this forms the object of prior written agreement by the Company.

The Contractor may not invoke, as a reason for extending the contractual time-limits or during the Guarantee period, delays resulting from the tests specified in the Agreement or from rejections, rectifications or defects for which it is responsible.

The Contractor undertakes to mobilise all available resources in order to comply with the time-limits specified in the Agreement, extended if applicable, and to make good any delays, and will comply with the Company's instructions. Otherwise, the Company will be entitled, after issuing a formal written demand which is not followed by performance within eight (8) Days, to have the specified Works, Goods and/or Services completed, and to have tests carried out, on its own authority, with a view to provisional acceptance, by a company of its choice, at the Contractor's expense and risk, even if the latter considers that the Works, Goods and/or Services are not entirely ready. These tests and their results will be taken into consideration when calculating penalties or for any decision to reject. These measures will not suspend the application of the penalties for arrears specified in Article 4.

3.3 Effect of the supervention of a cause for exemption on the time-limits

Without prejudice to Article 3.2 and in accordance with Article 2.8.2., the supervention of any cause for exemption, reported in writing within eight (8) Days of this supervention, will suspend the time-limits specified in the Agreement for a period which may not exceed the duration of the actual delay incurred as a result of the cause for exemption.

3.4 Formal demand

Unless expressly specified otherwise, on the expiry of the contractual time-limits, the Contractor will be deemed to have received a formal demand to fulfil its obligations and may not invoke the absence of a formal written demand from the Company as justification for failing to comply with the time-limits specified in the Agreement.

4 Penalties

The Agreement specifies the penalties applicable, their amount and the method of calculation, in particular:

- in the event that the Agreement is terminated owing to serious misconduct, within the meaning of Article 2.7.2. (ii);
- in the event that the time-limits specified in the Agreement are exceeded, including time-limits for the submission of the specified plans, planning, study documents and reports;
- in the event of breach of the confidentiality undertaking specified in Article 20;
- in the event of non-compliance with the obligations specified in Articles 19 et 22;
- in the event of non-compliance with the Services Level Agreements.

Unless specified otherwise in the Agreement, the amount of the penalty for exceeding each contractual time-limit is 10 % of the Final Value of the Agreement, excluding penalties and expenses.

The various types of penalties which are specified in this article or which cover compliance with several time-limits are cumulative and do not discharge the Contractor in any way from its obligations.

Without prejudice to the Company's other rights, in particular those specified in Article 2.7, the penalties will be applied as of right and without a formal demand; they may be debited automatically from amounts due to the Contractor.

5 Prices – Invoicing – Payment

5.1 Nature of the prices

The prices and rates indicated in the Agreement do not include value-added tax. The Agreement will specify whether the Contractor's remuneration is subject to revision.

The modes of remuneration may be:

Overall lump sum

An overall lump sum Agreement is one in which a lump sum covers the aggregate of the Goods and/or Services or one which only contains items covered by lump sums.

Bills of quantities and prices

An Agreement with bills of quantities and prices is one in which only fixed unit prices are specified for the Goods and/or Services.

The price to be paid to the Contractor is obtained by adding up the various products obtained when multiplying the Measured Quantities by the fixed unit prices.

Controlled cost

A controlled-cost Agreement is one in which agreed fixed rates (and, if any, unit prices for related materials) as defined by the contract or the order form are applied or the actual cost incurred by the Contractor is reimbursed to it.

Mixed

A mixed Agreement is one in which the Goods and/or Services are remunerated according to several of the above modes.

5.1.1 Lump sum

The lump sums are deemed to include all the expenses resulting from the supply of the Works, Goods and/or Services, including those resulting from the obligations to be met by the Contractor under the Agreement.

All the equipment necessary for the supply of the Works, Goods and/or Services is included in the overall price.

The price is also deemed to take into account all the contingencies relating to the conditions as to the period and site during and at which the Works, Goods and/or Services are supplied, in particular:

- foreseeable natural phenomena;
- normal use of public premises or use of public services ;
- the presence of structures, ducts, piping and cables of all kinds, as well as the presence of construction sites necessary for the relocation or modification of these installations;
- the simultaneous progress of other structures, Works or services;
- the presence of other contractors;
- the operation of installations or structures.

5.1.2 Agreed rates

The agreed rates specified in the Agreement under the heading 'controlled cost remuneration' are used to compensate the Contractor for his manpower expenses and equipment charges, including all expenses.

As regards equipment charges, these rates apply only to the time when the equipment actually operates, excluding idle time and transport to and removal from the Site.

These rates can only be applied to site plant and equipment which has not been borrowed from the plant and equipment allocated to the performance of the Agreement, provided they are allocated to the supplying of Works, Goods and/or Services which have been ordered additionally at controlled cost.

Actual expenses will be calculated at cost, on submission of supporting documentation, plus a percentage for overheads and profit if such a percentage is specified in the Agreement.

Should the Contractor incur expenses that are not covered by the Agreement, the Company will reimburse the Contractor's actual expenses if and insofar as it has given its prior written authorisation for these expenses.

5.1.3 Additional or complementary performance

Any performance by the Contractor, which results in any ceiling specified in the Agreement being exceeded, requires the Company's prior written authorisation. Failing this, remuneration for this performance is included in the prices or lump-sum rates and no remuneration or indemnification is due from the Company.

No additional or complementary performance may be invoiced under the Agreement over and above the price determined in advance, apart from performance effected on the basis of a prior written request by the Company, at the prices and on the terms stipulated in the Agreement.

5.2 Invoicing procedures

5.2.1 General stipulations

The absence of any of the specified statutory or contractual references will render the invoice null and void. In this case, the Company reserves the right to return the invoice to the Contractor within fifteen (15) Days. Returning the invoice is equivalent to disputing it, without any other response by the Company being required to this end. Non-compliance with the Company's invoicing instructions, which are in the Contractor's possession, will render the invoice erroneous and give rise to a credit note in the Company's favour.

5.2.2 Discounts and price reductions

In the event of discounts and/or reduction in the rates granted to the Company, in general and/or within the scope of the Agreement, the same discount will apply to the abovementioned additional and/or complementary performance.

5.3 Payment arrangements

The amounts due are payable thirty (30) Days from the end of the Month in which the invoice or the payment request letter from the contractor are received, indicating the amounts due and accompanied by the contractually required documents, drawn up according to the Company's stipulations.

Each payment is made only if the Contractor has fulfilled all his contractual obligations by the date corresponding to the presentation of an invoice. No payment may be demanded if the payment relating to a previous term has not been made owing to an infringement or default on the Contractor's part.

A percentage may be withheld, as a guarantee, from the amount of each invoice, including remuneration adjustment invoices. The percentage to be withheld is specified in the Agreement. The amounts withheld in this way are paid to the Contractor when the Company receives the Contractor's payment request letter, at the end of the Guarantee period, less any amounts still owed to the Company as of these dates.

Payments will be made, at the Company's choice, exclusively by transfer or deposit, without direct debit, into a bank account specified on the invoice.

In the event of dispute, the Company will pay the amounts in question within thirty (30) Days of the date of conclusion of the agreement reached or the pronouncement of the decision definitively resolving the dispute. The Contractor undertakes not to invoke the exception of non-performance in order to suspend the performance of its obligations during the dispute.

Payment by the Company, wholly or in part, does not, in any case, constitute acceptance of the Works, Goods and/or Services.

5.4 Compensation and offsetting

If monies, of any origin whatsoever, are owed to each other by the parties to the Agreement, the Company reserves the exclusive right to offset its own debt to the Contractor against the debt due to it by the latter, or to exercise its right of retention or invoke the exception of non-performance, as if the entirety of the monies owed to each other by the parties derived from a single contractual commitment.

5.5 Accounting

The Contractor is required to keep a complete and precise account of all amounts to be paid by the Company, already invoiced and remaining to be invoiced. The Contractor will submit all supporting documentation to the Company for invoices sent to it, on request by the Company, within eight (8) Days.

6 Planning and progress monitoring

6.1 Progress planning

The Agreement will specify the cases in which progress planning is required. The Contractor will submit to the Company, within the agreed time-limit or, if none has been specified, within thirty (30) Days of the Date of Conclusion of the Agreement, the planning which is contractually required and, if this has not been specified, the following planning documents:

- (i) appropriate planning, indicating the key stages in the performance of its obligations, and in any case indicating:
 - the dates by which the Contractor must supply the information and documents required by the Agreement;
 - the dates of the principal orders, and the dates planned for their delivery;
 - the manner in which the Works, Goods and/or Services are to be supplied in order to ensure compliance with the contractual time-limits;
 - the deadlines for the supply to the Contractor of information, structures and equipment to be supplied by others;
- (ii) the planned physical progress and the methods for calculating this progress describing the activity indicators taken into account;

- (iii) the document showing the quantities of manpower and working hours required to fully complete all the Works, Goods and/or Services, the planned monthly consumption of these hours, the number of men and hours forecast per category of personnel;

This planning must be kept up-to-date by the Contractor and revised at the Company's request, whenever particular circumstances significantly alter the elements taken into account when producing it. This planning does not in any way relieve the Contractor of its obligations regarding compliance with the contractual time-limits.

6.2 Coordination

The Company may decide, in order to ensure compliance with the contractual time-limits stipulated in the Agreement and effective coordination among the various companies which may be involved in supplying goods and/or services as part of a project or on the same Site, to have planning drawn up by mutual agreement between the Contractor, the Company and, if applicable, one or more third parties. Unless instructions to the contrary have been issued by the Company, this planning will be drawn up:

- before the work is carried out; and/or
- at periodic intervals specified in the Agreement or at the meeting held before the implementation of the project commences.

The Contractor will be required to adhere to this planning. The Company must be notified in advance of each new stage, or deviation from the planning.

6.3 Progress monitoring

The Contractor will submit a report on actual physical progress to the Company within the time-limit specified in the Agreement, or else each Month.

If the current rate of progress is judged to be insufficient to ensure completion within the required timescales, the Company will notify the Contractor, requiring it to specify, in writing and within fifteen (15) Days, the measures to be taken to expedite performance. The Company must approve these measures before they are implemented.

The Company reserves the option of having the progress of study work, supply, works or other performance arising from the Agreement monitored by any person of its choice, inter alia in or on the shops, offices, storage facilities or sites of the Contractor and its suppliers and subcontractors, who will provide the Company with all facilities and information required in this respect, without the exercise or non-exercise of this option in any way diminishing the Contractor's responsibility or rendering the Company responsible. Except in urgent cases, or cases of force majeure, the Company must inform the Contractor of such inspections giving reasonable notice.

7 Documentation

7.1 General stipulations

The Contractor must draw up, and keep up-to-date, all the documents which are required for, or of utility for, study work, performance, the assessment of performance, operation and monitoring of the quality of the Works, Goods and/or Services, as well as the application of Article 30. These must describe in detail the design, installation, maintenance, repair, functioning, the procedure to be followed or any recommendation relating to the Works, Goods and/or Services. The Contractor must sign the documents and plans.

The Agreement must specify the cases in which the Contractor will keep updated, and send to the Company on a monthly basis, a list of all documents produced. A sheet listing all the revision indices and the number of copies must accompany each set of documents sent by the Contractor.

The Contractor will keep available for the Company to consult a precise summary of all Works, Goods and/or Services already supplied and of the balance remaining to be provided. A full set of these documents, together with all updates, revisions or corrections, must be supplied within eight (8) Days of being requested by the Company, without additional charge and in the language requested by the Company (French, Dutch, German or English).

In accordance with Article 8.1, the Company is entitled to reproduce these documents without being required to request the Contractor's permission.

Statistics, numerical data and/or information communicated to the Contractor are not binding upon the Company.

7.2 Approval of documents

The Agreement will specify the cases in which design and manufacturing documents must be supplied to the Company and the maximum timescales within which they must be produced.

From receipt of these documents, the Company will have a period of thirty (30) Days in which to submit its comments to the Contractor. The Contractor will make the corrections requested to the documents or give a response within fifteen (15) Days of receiving the Company's comments.

7.3 Implications of approval of the documents by the Company

The acceptance by the Company of the documents, manuals, plans and calculation notes submitted to it, or its agreement concerning working procedures, the inspection of raw materials and work done, tests and the inspection of the erection of the various parts of the supply will not, in any case, give rise to responsibility on the Company's part or diminish the Contractor's responsibility.

These accepted documents will be binding on the Contractor, which may not alter them without the Company's prior written authorisation. Costs incurred as a result of a change introduced by the Contractor in relation to plans or documents, which have been accepted, will be borne by the Contractor.

7.4 Obligations and responsibilities of the Contractor with regard to the project documents

The Contractor will be required to verify data relating to its Works, Goods and/or Services indicated on documents supplied by the Company or which it can consult as indicated by the Company. The Contractor must inform the Company, within thirty (30) Days, of any anomaly encountered.

Without prejudice to the Company's rights under Article 9, the Contractor will ascertain from the Company, in good time, the repercussions which studies, design and realisation by other Contractors participating in the project may have on its own studies.

The Contractor is responsible for any delay, which it causes in the course of this exchange of information, and any modifications which become necessary owing to its failure to comply with the project documents.

8 Intellectual property

8.1 All information, plans, diagrams, technical and commercial results, objects, devices or other elements, of whatever kind, developed for the Company under the Agreement or constituting a direct or indirect result of the Agreement, will become the Company's sole property as they are developed.

No reproduction or use of or reference to these elements, or reference to the Company or any associated company, to their names, brands, logos, photos, codes, drawings or specifications may be made by the Contractor in announcements, promotional activities, advertising, publications or presentations, of a technical, commercial or other nature, without the Company's prior written consent.

8.2 The Contractor alone will bear and meet the cost of any adverse consequence resulting from any infringement relating to Works, Goods and/or Services covered wholly or in part by patents, industrial or commercial trademarks, designs and models. The Contractor will, at its expense, come to an arrangement with their holder, pay the royalties due and obtain the assignments, licenses and authorisations required or, if an agreement cannot be reached, modify the Works, Goods and/or Services so as to avoid any infringement.

In case of legal action or proceedings for infringement against the Company, the Contractor undertakes to :

- assist the Company in the defence of its rights and interests and save it harmless from any financial and other consequences which it may incur as a result of the legal action or proceedings against it;
- bear all damages due to the holders of the patents, industrial or commercial trade marks, designs and models - principal, costs and interest;

- reimburse to the Company, at the latter's first request, all costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or in connection with the legal action or proceedings;
- have the equipment in question modified if need be and without delay, or have it replaced, free of charge, by equivalent equipment free of any infringement. All the costs, risks and liability that result therefrom shall be borne by the Contractor alone;
- ensure that any transaction between the Contractor and the third party is made subject to the Company's prior written consent.

The Company's prior approval of modifications to be made to the Works, Goods and/or Services will not, in any case, alter the Contractor's obligations, in particular in the event of new proceedings on grounds of infringement subsequent to changes being made.

9 Changes to the technical conditions and improvements

- 9.1** In the course of supplying the Works, Goods and/or Services and, if applicable, until Final Acceptance, the Contractor must inform the Company as soon as possible if it learns of any technical improvements which may be made to the Works, Goods and/or Services.

The Contractor will communicate its opinion, together with the supporting documents, regarding the benefit of the possible improvements and will, without charge to the Company, analyse the feasibility of their adoption, taking into account the current progress status of the Works, Goods and/or Services. It will advise the Company of the effect which adopting the improvements will have on the initial conditions of the Agreement.

The Company reserves the option of demanding that the improvements be incorporated. These changes will form the object of a written agreement between the Company and the Contractor.

- 9.2** In any event, the Company will retain the right to impose changes to the technical conditions of the Agreement. These changes will form the object of a written agreement between the Company and the Contractor. In the event of disagreement, the procedure specified in Article 16 will apply.

10 Delivery

10.1 General stipulations

Unless the Agreement provides for an exception, deliveries, packaging, marking and transport will be carried out in accordance with Incoterm (latest version) DDP on Site, including the related insurance.

10.2 Verification

The Agreement specifies the cases in which the Contractor must advise the Company, in writing, of the completion of the shop manufacturing of each batch of equipment to enable the Company to have the equipment verified before packaging and to check its full completion.

10.3 Packaging

All packaging costs will be borne by the Contractor.

The dimensions and weight of the packages must be compatible with the gauges and load capacities of the handling equipment and ways and means of transport chosen. The Contractor is under the obligation to undertake, itself, the verifications required in this regard and to take all necessary action.

The Company may demand that the Contractor submit to it, in good time, details of the arrangements made for the packaging and collection of its supply. This communication will in no way diminish the Contractor's responsibility.

10.4 Marking

All products must be marked before delivery, at the Contractor's expense, in accordance with the statutory or regulatory provisions, which apply, and the Company's instructions. The number of the contract or order must be indicated on the package or the order form.

10.5 Warehousing

If necessary, the Contractor will arrange, at its expense, for the products to be stored on its premises.

In the event that dispatch or delivery is delayed, at the Company's written request, the Contractor will be required to store its supply at its sole risk and take out insurance to cover warehousing risks.

In this case, without prejudice to Article 2.8.1, the cost of warehousing and insurance will be borne by the Company from the third Month of storage, reckoned from the later of the following two dates:

- date of delivery according to the implementation programme specified in the Agreement;
- date on which the supply is ready for delivery.

10.6 Dispatch

The Agreement specifies the cases in which the Contractor will submit a written request to the Company for authorisation to proceed with dispatch, at least fifteen (15) Days before the date planned for the dispatch of the supply.

10.7 Transport

All transport costs relating to the Works, Goods and/or Services will be borne by the Contractor.

In the event of delay for which the Contractor is responsible, the Company may impose upon it, and notify it in writing of, a specific means of transport, to be arranged at the Contractor's expense within eight (8) Days.

In the event of damage to neighbouring installations, the Site, site installations or goods already constructed, the Contractor will bear all the consequences.

10.8 Delivery

The Contractor will transport the Goods to the delivery address indicated by the Company, and unload it at this location. The Contractor will provide the staff and equipment required for this purpose. The use of handling equipment belonging to the Company is possible with the Company's prior written consent.

Delivery must only be made on the days, at the times and to the address specified, or else during working hours on weekdays. In the case of delivery on Site, even if the Agreement does not specify erection, the Contractor will supply the Company, at the time of delivery, with a delivery slip. The signature of this slip or any other document by the Company at the time of delivery constitutes only proof of delivery and does not signify acceptance. A signed copy of the delivery slip must accompany invoices relating to the delivery of the Goods.

If particularly heavy or cumbersome equipment is involved, the Contractor will contact the consignee at least 48 hours in advance.

Part-deliveries are not permitted without the Company's prior authorisation.

If delivery is made by a large vehicle to a location which is difficult to gain access to, the Contractor will take charge, at its expense, of reserving parking spaces.

If, when the supply is unpacked, the Company identifies damage to the supply, it will be allowed a period of thirty (30) Days from the date of delivery to notify the Contractor, whatever is stated on the delivery slip. The Contractor will take back the defective supply and replace it with equivalent supply or have the damaged supply repaired, all at its expense, without prejudice to other measures specified in the Agreement, including the right to demand payment of the penalties specified in Article 4 and compensation for all resulting loss.

Article 10.8. also applies to any delivery of supply ordered by the Company and checked in by any Contractor.

11 Inspections and tests

The Company may at any time carry out any inspections or tests, even if not specifically provided for in the Agreement, which are required to verify the quality of the raw material employed or the quality of the manufacturing itself, and delegate any official or authorised organisation of its choice to do so. These inspections and tests may be carried out by the Company both on the Contractor's premises and on those of its subcontractors, who will be advised of this possibility by the Contractor.

The Company reserves the right to have the measuring instruments used for the tests inspected by the official or authorised organisation of its choice. If no recognised method exists, the results of the inspections and tests carried out by the organisation, according to procedures which are recognised by the Contractor as being suitable for determining the characteristics in question, may be held against him in the same way as the results of the inspections and tests specified in the Agreement.

The Contractor will make available to the Company or the organisation the tools, objects and equipment, such as are ordinarily utilised, which belong to it, as well as the staff required for inspections and tests.

The Contractor will meet all the expenses related to inspections and tests, except for the expenses, remuneration and fees of the Company's authorised representative and the official or authorised organisation.

The tests must be designed so as to keep their duration to a minimum. Before the start of the tests, the Contractor must specify – providing supporting documentation to the Company's satisfaction – any effects which the duration of the tests will have on the timescales specified in the Agreement.

The Agreement specifies the cases in which the Contractor must notify the Company, giving at least fifteen (15) Days' notice, the date from which the Works, Goods and/or Services, or parts thereof, once a certain date or stage of performance has been passed, can no longer effectively be inspected. Within this period, the Company will conduct such inspections and tests as it considers appropriate, if it considers this necessary.

In the absence of such notification, the Company reserves the right to have all or part of the Works, Goods and/or Services which it has not been possible to test uncovered, disassembled, destroyed and/or replaced by the Contractor, at its expense and at its responsibility. If the notification required has been effected in good time by the Contractor, any costs involved in uncovering, disassembling, destroying and/or subsequently replacing the Works, Goods and/or Services at the Company's request will not be borne by the Contractor. In the event that the inspections and tests have to be repeated, because the previous inspections and tests have revealed shortcomings or defects to be remedied, the cost of all additional inspections and tests will be borne entirely by the Contractor, including the expenses, remuneration and fees of the Company's authorised representative and the official or authorised organisation.

If, when inspections and tests are conducted, the Company identifies defects or shortcomings, it reserves the right to refuse the Works, Goods and/or Services or the part thereof which is concerned. If it does not consider it necessary to reject them, the Company reserves the right to make any remarks, observations or suggestions to the Contractor in order to render the Works, Goods and/or Services compliant. The Contractor must remedy the defects or shortcomings very rapidly. The Contractor will be held responsible for any resultant non-compliance with time-limits.

The fact of having checked and inspected the Works, Goods and/or Services and of not having expressed any observations, or of not having carried out any inspections and tests, cannot be considered, in any case, as constituting acceptance of the Works, Goods and/or Services by the Company, the Contractor's responsibility remaining undiminished.

12 Commissioning - Acceptance

12.1 Commissioning

12.1.1 Adjustment - Tests

The Contractor will proceed, as soon as possible, with the adjustment or, as the case may be, the pre-commissioning tests of the Works, Goods and/or Services in accordance with an implementation programme submitted for the Company's prior written approval, taking into account the requirements and possibilities resulting from the progress made with commissioning and, if applicable, operation. This programme must specify, in particular, the policing, safety and, if applicable, security measures which the Contractor deems necessary and sufficient.

The commissioning or tests will be carried out on the Contractor's sole responsibility. The Company reserves the right to conduct additional tests.

The Company will be responsible for marking the installations if they are connected to the existing installations already in service.

12.1.2 Industrial commissioning

When all the tests have been carried out and the Contractor considers that the Works, Goods and/or Services are serviceable, it will notify the Company in writing, and the Works, Goods and/or Services will be commissioned and operated according to a programme specified by mutual agreement.

At the Contractor's request, the Company will declare industrial commissioning to have been carried out by drawing up a report, provided that the Works, Goods and/or Services are serviceable and that the Contractor has fulfilled its obligations in regard to the training of the Company's staff and that it has submitted to the Company the operating documents required by the Agreement.

Industrial commissioning does not prejudice the performance of the Works, Goods and/or Services, which will be assessed before provisional acceptance.

If the conditions stipulated above have not all been met in full, but operation of the installations can continue under normal conditions, the Company will declare industrial commissioning to have been carried out. The conditions, which have not been met, will be included in the list of reservations drawn up at provisional acceptance, if they have not been met in the meantime.

12.2 Provisional acceptance

12.2.1 Procedures

- (i) Works, Goods and/or Services constructed, assembled and commissioned on Site by the Contractor

From the date of industrial commissioning onwards:

- the Company will ensure the operation and maintenance of the equipment;
- until provisional acceptance, and with the prior written consent of the Company, the Contractor will retain the right to proceed, at its expense, with modifications, adjustments and controls which remain necessary within the operational limitations.

After the Goods have satisfactorily operated for a period of one (1) Month following industrial commissioning, the procedures of provisional acceptance will be started at the written request of the Contractor.

The acceptance procedure must include the verification of the equipment and tests to check conformity of the Goods with the conditions of the Agreement as regards quantity, quality and reliability.

The Company may consider operation tests carried out before the request for provisional acceptance as part of this acceptance procedure.

The Company may supply and fit measuring apparatus and calibrate the Contractor's apparatus.

The provisional acceptance tests may be entrusted, at the Company's request, to an authorised inspection organisation. The results of the tests carried out by this organisation will be witnessed by the parties concerned.

- (ii) Works, Goods and/or Services constructed and/or assembled on Site, but not commissioned by the Contractor

If the Contractor so requests in writing, provisional acceptance of the Goods constructed and/or assembled on Site, but not commissioned by the Contractor, will be granted once:

- the construction and/or assembly of the Goods have been completed to the Company's satisfaction and they are ready for commissioning; and
- the Contractor has fulfilled its other obligations under the Agreement.

- (iii) Works, Goods and/or Services neither assembled nor commissioned by the Contractor

Provisional acceptance of Goods neither assembled nor commissioned by the Contractor will be granted, at the Contractor's written request, once, after factory inspection and tests, the Company is satisfied that the Goods have been delivered in good condition, on the conditions and at the locality specified in the Agreement.

- (iv) Works, Goods and/or Services assembled but not supplied by the Contractor

No later than two (2) Months after the industrial commissioning of the Goods assembled by the Contractor or, if applicable, after the Contractor has remedied a defect in assembly which became apparent after industrial commissioning, the Contractor may submit a written request to the Company for the provisional acceptance procedure to be started.

- (v) Other Works, Goods and/or Services

Provisional acceptance of Goods and/or Services not listed above will be granted thirty (30) Days of the delivery, unless the Company finds, without Article 12.2.3 being applied, that they have not been delivered in good condition, on the conditions and at the locality specified in the Agreement, and not later than thirty (30) Days of this delivery, in accordance with Article 10.8.

12.2.2 Documents to be supplied for provisional acceptance

Provisional acceptance cannot be applied for until all copies of the documents required contractually at provisional acceptance have been supplied to the Company by the Contractor.

At the time of provisional acceptance, at the latest, the Contractor must supply to the Company a complete file, accompanied by a list, the presentation of which is subject to the Company's prior consent. This must include all the documents drawn up in the course of the supplying the Works, Goods and/or Services, including the detailed plans of all equipment supplied and work carried out. These plans must be in conformity with the Works, Goods and/or Services as actually supplied on Site and take into account all changes - even minor changes - made in the course of manufacture, performance, assembly, testing and adjustment.

12.2.3 Granting of provisional acceptance

- (a) Provisional acceptance will take effect on the date when all parties sign the provisional acceptance report.
- (b) Reservations stated at the time of provisional acceptance must be attached to the provisional acceptance report. Final acceptance will not be granted before the date on which the last reservation recorded in the provisional acceptance report has been lifted.
- (c) From the date of provisional acceptance onwards, no claims may be brought by the Contractor against the Company.

After provisional acceptance has been granted, the Company will return to the Contractor its agreement concerning the amount to be invoiced.

12.2.4 Postponement of provisional acceptance

If the reservations stated are deemed unacceptable by the Company and/or the results of inspections or tests are not satisfactory, provisional acceptance will not be granted. The Company and the Contractor will agree to the changes to be made by the Contractor to the Works, Goods and/or Services in order to meet the requirements and specifications of the Agreement.

Provisional acceptance will not be granted until previous reservations have been lifted and the results of any new inspections and tests have been recorded, conforming to the requirements and specifications of the Agreement. The costs involved in these inspections and tests will be borne by the Contractor.

12.3 Final acceptance

The Contractor may submit a written request for final acceptance to be granted:

- on expiry of the Guarantee period as specified in Article 14.2, that is to say no earlier than twelve (12) Months after the transfer of risk as specified in Article 13.2; and
- provided that the Contractor has remedied all defects identified before the expiry of this period; and
- provided that all reservations stated in the provisional acceptance report have been lifted; and
- provided that claims which had been left in suspense have been definitively settled.

Within fifteen (15) Days of receipt of the request for final acceptance, a general examination of the Works, Goods and/or Services and their functioning since provisional acceptance will be carried out.

If so required by the Agreement, final acceptance will take effect on the date of signature, without reservation, by the Company and the Contractor of the final acceptance report drawn up by the Company. Signature of the final acceptance report does not release the Contractor from its statutory obligations.

13 Transfer of title and risk

13.1 Transfer of title

The transfer of title will be effected:

- in respect of Goods manufactured by the Contractor, once the Goods have been finished or part-payment of the price has been made;
- in respect of Works and/or Services, once these have been supplied or part-payment of the price has been made;

- in respect of Goods not manufactured by the Contractor, on the date of conclusion of the Agreement or, in any event, once part-payment of the price has been made. The Contractor undertakes to place them apart, making it clear that they have become the Company's property.

13.2 Transfer of risk

The transfer of risk, including risk deriving, in particular, from environmental and safety requirements, will be effected, at the latest, on the date of provisional acceptance or, if there is no obligation to conduct provisional acceptance, the date of delivery on Site.

14 Contractor's obligations and guarantees

14.1 Contractor's general obligations

Without prejudice to Article 17, the Contractor guarantees that the performance of its obligations will meet all the requirements of the Agreement, good practice and current standards.

The Works, Goods and/or Services must be complete in all respects. They include, in particular, all documents, work, substances, materials, equipment, plant, mechanisms and accessories required for the complete fulfilment of the Agreement or the realisation of the performance guaranteed in the Agreement, even if these are not explicitly specified in the Agreement. The Agreement includes all performance required for the repair and replacement of the Goods and Works during the Guarantee period and for the restoration of the Site after the performance of the Agreement.

The Contractor's equipment required for the delivery of the Goods or the satisfactory performance of the Works and/or Services on Site must be available at all times during the performance of the Agreement.

The Company's interventions and/or approvals will not, in any case, diminish the Contractor's responsibility before the expiry of the Guarantee period.

14.2 Contractor's obligations during the Guarantee period

14.2.1 Guarantee period

The Guarantee period covers the period of validity of the general guarantees and the specific guarantees specified in the Agreement.

The minimum duration of the Guarantee period is twelve (12) Months from the date of transfer of risks as specified in Article 13.2

14.2.2 Contractor's obligations

During the Guarantee period, the Contractor and the Company will be required to notify each other of any defect which is identified. The Contractor will be required to remedy it, and all its consequences, at the Contractor's expense and to replace any part of the Works, Goods and/or Services which is identified as defective, all without prejudice to other sanctions applicable under the Agreement.

If the supply of new equipment is purchased from third parties by the Company and this equipment is made available to the Contractor under the Agreement, the Contractor will undertake responsibility for the complete and satisfactory performance of its Agreement.

All work, supply or performance due from the Contractor during the Guarantee period must be effected as quickly as possible and within a maximum of fifteen (15) Days. The Contractor must also, without prejudice to all the Company's other rights, bear all costs incurred, and take all action to meet operating requirements as well as possible, minimising periods when the Works, Goods and/or Services are unavailable, whether wholly or in part.

If the defect is the result of a design fault, the Contractor must replace or modify all identical elements which form part of its supply, even if these have not given rise to any incident.

14.3 Extension of the Guarantee period

If, during the Guarantee period, all or part of the Works, Goods and/or Services is unavailable, the Guarantee period for the whole will be extended by the cumulative duration of all these periods of unavailability.

If, during the Guarantee period, it becomes necessary to replace an element of the Works, Goods and/or Services, the Guarantee period will not commence, in respect of the element in question, until the transfer of risk for the replacement parts. The Contractor alone will bear all the costs, including the costs of transport and staff provided by the Company.

15 Technical support

The Agreement specifies cases in which, independently of its obligations in terms of replacement, repair and guarantee, the Contractor undertakes to:

- supply identical Works, Goods and/or Services during a specified period starting from the date of expiry of the Guarantee period. The Contractor will not discontinue the manufacture of a Good or the supply of a Service until it has given the Company six (6) Months' advance notice.
- provide, during a specified period starting from the date of expiry of the Guarantee period, technical support services on Site, to assist the Company with installation, operation, processing and maintenance. The Company will not be charged for this technical support during the Guarantee period specified in Article 14.2.

16 Resolution of technical disputes

In the event of a technical disagreement between the Company and the Contractor, the dispute may be submitted to a maximum of three (3) experts (one expert for the Company, one expert for the Contractor and the third appointed by the two experts). If either Party does not appoint its expert within eight (8) Days of a request by the other Party, or if the experts appointed by the Parties do not appoint a third expert, the President of the Court of First Instance in Brussels will appoint the expert(s) required, at the request of whichever Party acts first.

Failing agreement on the application of this procedure, Article 35 will apply.

The experts' sole function will be to review the elements in dispute, to resolve the technical dispute and, as the case may be:

- specify the changes to be made to the technical conditions of the Agreement, and the resulting modifications, in particular as regards prices and the contractual time-limits and any indemnification as per Article 2.11;
- specify the improvements to be made to the Works, Goods and/or Services which form the object of the Agreement, and the resulting modifications, in particular as regards prices and the contractual time-limits;
- determine whether provisional acceptance should have been granted and, if so, specify the date when provisional acceptance should have been granted;
- determine whether final acceptance should have been granted and, if so, specify the date when final acceptance should have been granted;
- evaluate the loss, damage or injury sustained by the Company and/or its staff and contested by the Contractor, following an event as defined in Article 17.2.

The experts will give their decision within thirty (30) Days of the date when the last expert is appointed. The Company and the Contractor will be at liberty to submit to the experts, any document relevant to the resolution of the dispute, as quickly as possible. A copy of these documents will be supplied to any other party which intervenes in the procedure.

The experts' decision will be binding on the Company and the Contractor, and any other party which intervenes in the procedure, having agreed to take part in it. The costs will be divided between the Company and the Contractor as the experts shall decide.

17 Liability - Insurance

17.1 General liability

- 17.1.1** The Parties will bear the consequences of their faults and infringements within the scope of the Agreement.
- 17.1.2** In the event of loss, damage or injury to a third party in connection with the performance of the Agreement, the third party must bring any claim or action exclusively and directly against the Party which it considers to be responsible for the loss, damage or injury it has sustained. If the other Party is responsible, wholly or in part, for the loss, damage or injury, this

Party will indemnify the first, wholly or in part, for all the consequences of all the claim brought by this third party.

17.2 Individual liability

In the event of loss, damage or injury sustained by the Company or its staff, in the supervision of which the Contractor's staff and/or goods are involved but the originator of which, in the Contractor's opinion, is a third party, the Contractor will be required to make good the prejudice caused or indemnify the Company and/or its staff once the amount of the prejudice has been determined by the Company. If this amount is contested, it will be determined in accordance with the procedure specified in Article 16.

The Contractor will save the Company harmless from all claims and actions in respect of private nuisance unless they are inherent in the performance as specified in the Agreement.

The Contractor will be liable, vis-à-vis both the Company and third parties, for loss, damage or injury caused by any equipment and/or performance for which the Contractor has given its guarantee.

The presence of the supply which forms the object of the construction or assembly, on or in the Company's building, cannot be invoked to imply the latter's liability. The Contractor must act accordingly and, in particular, take all necessary measures and precautions.

17.3 Insurance to be taken out by the Contractor

Before undertaking the performance of the Agreement, the Contractor must take out:

- (a) The insurance policies required by Belgian legislation, and in particular :
- a "Legal" insurance policy as stipulated by the Belgian legislation, guaranteeing compensation for workplace accidents and accidents on the way to/from work suffered by members of its staff participating in the performance of the Agreement, even if they do not work under the direction and supervision of the Contractor.

The Contractor undertakes to ensure that its insurer will renounce any recourse against the Company and all Parties intervening on Site or within the scope of the Agreement;
 - an "Automobile Civil Liability" insurance policy covering officially-registered vehicles which have access to the Site and installations.
- (b) A "Contractor's Civil Liability" insurance policy covering third parties including the Company against any physical injury, damage to property or consequential loss including private nuisance as referred to in Article 17.2.

This policy must include the following clauses:

- the cover applies without restrictions or reservations to the civil liability which may devolve upon the Contractor under any legal provisions or regulations, as a result of loss, damage or injury of

any nature caused to third parties including the Company, and arising directly or indirectly out of its undertaking or staff, its subcontractors, installations and goods, during or outside working hours, inside or outside the Site;

- the members of the Company's staff are considered as third parties in relation to the Contractor;
- inasmuch as the civil liability of the insured is involved, the policy produces its effects also in cases of accidents caused by the staff, equipment and the materials made available to the Contractor by the Company.

- (c) A "Product and/or Post Delivery and/or Post Completion Civil Liability Insurance" policy which covers third parties including the Company against any physical injury, damage to property or consequential loss.

The Contractor must keep this policy in force at least until the expiry of the Guarantee period.

- (d) A "Transport" insurance policy covering damage or loss caused to the Goods during transport, including that incurred during warehousing, loading, intermediate storage, unloading, stowing and covering.

All the policies need be taken out only if they could apply to the Agreement.

17.4 Miscellaneous provisions

The Contractor must be in a position to supply the Company, at any time, with proof that it has taken out the specified insurance cover. The Company reserves the right to demand fuller information or to reject the insurance cover for valid reasons. The Contractor undertakes to ensure that its insurers give thirty (30) Days' notice to the Company, by registered letter, in the event that the policies are modified, restricted, suspended or terminated.

At the Company's request, the Contractor and its subcontractors will ask their insurers to harmonise their policies with those of the other parties.

The taking out by the Contractor of the insurance policies specified in the Agreement will not release the Contractor from its statutory or contractual liability.

The Contractor undertakes to reimburse to the Company any additional premiums which it pays in its own name or in the Contractor's stead to guarantee the cover following an action for which the latter is responsible.

18 Access to the Site

The Contractor must comply with the site regulations, the specific instructions issued by the Company and the rules governing access, safety, well-being and the environment which apply on Site. If the Contractor considers that the stipulations of a specific instruction go beyond the conditions of the Agreement or are opposed to the satisfactory supply of the Works, Goods and/or Services, it must submit a written observation to this effect to the Company within eight (8) Days of receiving them.

The Contractor must familiarise itself with, and apply strictly, all the rules governing access, safety, well-being and the environment which apply on Site and impose these on its staff, subcontractors and, in general, on all persons under its responsibility, who must comply with them fully. The Contractor will be liable, as of right, for any infringement of these regulations and will bear all the consequences. The Contractor will bear all costs relating to this access to the Site, including waiting time before delivery.

The Company may at any time take measures against the Contractor, including prohibiting access to the Site to any person under the Contractor's responsibility whose behaviour it has found to be irresponsible or dangerous or who is found, in flagrante delicto, to be infringing these regulations. Such a prohibition will not, in any case, release the Contractor from its responsibility for the satisfactory performance of the Agreement.

19 Contractor's staff

This article applies to the Contractor and to all its subcontractors, if any.

19.1 Generalities

By accepting the Agreement, the Contractor guarantees that its staff are fully-qualified.

The Contractor will endeavour to maintain the team put in place at the time when the Agreement is concluded, a list of whom is to be sent to the Company, including a certain number of immediate replacements for staff who are unavailable for duty.

The Contractor must only use workers who are covered by a social security scheme and comply with the relevant legislation in this respect, and will submit evidence of this to the Company on request. Non-compliance with this obligation will be considered as serious misconduct. In this case, the Company reserves the right to terminate the Agreement without notice or indemnification; the Contractor will bear all the consequences.

In all circumstances, the Contractor and all its staff will remain entirely independent of the Company and may not, at any time, be considered as employed by the Company. The Contractor will retain complete control of its staff and remain responsible for them; it will pay all wages, supplementary payments, taxes or contributions.

The Contractor's staff, and all persons under its responsibility within the scope of the Agreement with the Company, must be in a position to submit evidence of their integrity. To this end, a certificate of good character must be supplied on request by the Company.

During the performance of the Agreement, a foreman whose training and experience are compatible with the Agreement and who has a command of at least the language of the locality where the Agreement is performed must represent the Contractor on the Site. The nomination of this representative must receive the Company's prior written approval. He alone will be authorised to receive, from the Company, instructions and observations concerning the performance of the Agreement and the related operations. He must notify the Company as soon as possible of any problem, risk, incident, accident or defect in the course of the performance of the Agreement.

The Contractor undertakes not to make any offer of employment to members of the Company's staff or of its representative during the period extending from the beginning to one year after the last Day of performance by the member of staff concerned. Any infringement of this obligation will be sanctioned by the payment by the Contractor to the Company of flat-rate compensation equivalent to twelve months' gross salary for the person concerned at the time of the infringement.

In addition, since non-compliance with this obligation is considered as serious misconduct, the Company reserves the right to have recourse to the application of Articles 4 and 2.7.2(ii).

19.2 List of staff present

The Contractor will be responsible for drawing up and submitting to the Company a list of the staff which it employs on the Site, updated whenever a change occurs.

If this list is not kept by the Contractor or if it proves inaccurate, the Contractor will be required to compensate the Company for any loss resulting therefrom.

19.3 Safety

When performing its functions, the Contractor, and subcontractors, will be under a strict obligation to comply with the provisions relating to the well-being of workers and safety and hygiene conditions which are specified, if applicable, in the General Safety Regulations and/or in any other current legislation or regulations.

The requirements as regards safety, health and environmental protection on the Site, which are imposed on the Contractor, also apply to any subcontractors it employs. The Company will evaluate subcontractors in respect of safety, health and environmental protection before approving the list submitted by the Contractor in accordance with Article 2.5. This approval will in no way limit the Contractor's sole responsibility for its subcontractors.

If the Contractor, its staff or any person under its responsibility does not comply with these provisions, the Company reserves the right to take the necessary measures at the Contractor's expense. since non-compliance with this obligation is considered as serious misconduct, the Company reserves the right to have recourse to the application of Articles 4 and 2.7.2(ii).

Any member of the Contractor's staff who does not comply with these requirements must be withdrawn immediately, upon notification by the Company. Such a withdrawal will not, in any case, release the Contractor from its responsibility for the satisfactory performance of the Agreement.

19.4 Training

The Company reserves the right to demand an attestation of the training received by the Contractor's staff and its subcontractors' staff as of the date of conclusion of the Agreement, and also when any new member of the Contractor's staff or its subcontractors' staff arrives on the Site.

The Contractor is responsible for regularly providing refresher training and training in relevant new techniques.

If the Contractor's functions include training the Company's staff, such training must be dispensed in the language requested by the Company. The outcomes of the training must be communicated to the Company within fifteen (15) Days of the last training event.

20 Confidentiality

The Contractor undertakes, in relation to the Company, to preserve the confidentiality of all information supplied under the Agreement by the Company to the Contractor or its staff (or which the latter have gained knowledge of by any other means), not to disclose it to any third party, in any form, and not to use it in any way for any purpose other than the performance of the Agreement.

The Contractor must take the necessary measures to ensure that its obligation to preserve confidentiality is scrupulously complied with by all of its staff and any person who, while not employed by the Contractor, is under its responsibility and is liable to gain knowledge of or gain access to confidential information, even after the end of performance.

If signature of a confidentiality attestation is required by the Agreement, failure to supply an attestation of confidentiality, validly completed and signed, to the Company may lead to the Agreement being suspended, without prejudice to the Company's right to be compensated for all loss incurred as a result of this fact or to its right to terminate the Agreement wholly or in part in accordance with Article 2.7.2.

The Contractor may not, without the Company's prior written consent, disseminate or publicise, or make available to third parties, the documents specified in Article 7 or any documents drawn up in collaboration with the Company or which contain information deriving from or belonging to the latter. Documents supplied to the Contractor by the Company may not be published, copied or communicated to third parties.

This obligation will apply for ten (10) years from the latest of the following dates:

- the date of signature of the last document issued in connection with the negotiation, conclusion or performance of the Agreement;
- the date when the Contractor completes performance of its last obligation under the Agreement;
- the date of the last payment relating to the performance of the Agreement.

The Contractor must immediately notify the Company of any circumstances indicating a violation of this obligation to preserve confidentiality.

In the event that the Agreement lapses, is annulled or terminated, the Contractor is not authorised to retain documents or confidential information relating to the Agreement without the Company's written consent. Within fifteen (15) Days of the Agreement lapsing, being annulled or terminated, the Contractor must submit to the Company an attestation that the documents containing this confidential information have been destroyed.

The fact of the Contractor holding confidential information belonging to the Company will not, under any circumstances, alter the ownership of this information and will not create any right of ownership or intellectual property right for the Contractor.

Non-compliance with this obligation is considered as serious misconduct and may be penalised in accordance with Articles 4 and 2.7.2(ii).

21 Manufacturing secrets

The Company must preserve the Contractor's manufacturing and construction secrets insofar as its attention has been drawn, in advance, in writing to (i) the secret nature of the information, procedures and documents which have been communicated or taught to it by the Contractor and (ii) the duration for which they will remain secret.

22 Environment

The Contractor must comply strictly with the regulation relating to the environment and land use planning which is in force on the Site.

The Contractor must remove from the Site all waste, packaging and surplus materials generated in the course of the performance of the Agreement. The Contractor will submit to the Company attestations that waste has been collected and processed by authorised waste treatment companies, together with all documents attesting to compliance with its obligations to take back packaging. Failing this, the Company will remove the waste, packaging and surplus materials at the Contractor's expense.

The Contractor is required to notify the Company without delay as soon as an incident, which could have an impact on the environment, occurs in the course of performing the Agreement.

II PROVISIONS RELATING TO THE WORKS

23 Works on Site

23.1 General stipulations

The Company reserves the right to order, at the Contractor's expense and risk, the removal from the Site of substances, materials and equipment which are deemed not to be compliant as well as the demolition, reconstruction or correct re-assembly of work which is non-compliant as regards the method of assembly and the substances, materials and equipment used.

23.2 Layout of the Works

The Contractor must ensure, on Site, that the drawings, which it has received from the Company, conform to the reality and are compatible with the Works already carried out and/or to be carried out. It must, within fifteen (15) Days of receipt of the drawings, advise the Company of any anomalies identified.

The main centre lines as well as the main landmarks of the Works to be constructed and/or assembled will be fixed on the ground. These elements will be materialized by the Company outside the area of the Works and, until provisional acceptance of the Works, they will be put under the surveillance and protection of the Contractor. It must advise the Company immediately of any anomaly.

The Contractor must take all necessary measures for the replacement of all elements which have been damaged or disappeared, which it must cover or move during the period of the Works.

The Company reserves the right to have modified, at any time and at the Contractor's expense and risk, any layout which does not comply with the drawings or existing centre lines and landmarks. Should the Contractor fail to comply with the Company's orders to this effect, the Company may, at the Contractor's cost and risk, substitute itself or a third party for the Contractor.

23.3 Declarations

Before the start of the Works, the Contractor must submit, duly signed for agreement, the document entitled "Contractor's written declaration" and, if applicable, the document entitled "Subcontractor's written declaration" to the Company for the attention of the person specified in the Agreement.

23.4 Interruption of the supply of Works

On a prior written order by the Company, the Contractor must interrupt the supply of Works for the duration, and in the manner, deemed necessary by the Company. The Contractor must, during this interruption, maintain the Works already carried out.

23.5 Any expense related to this interruption will be borne by the Contractor if the interruption is rendered necessary for safety reasons for which it is responsible or owing to deficiencies on its part.

23.6 Vestiges

If objects of an artistic, archaeological or historical nature, human remains, armaments, etc., are discovered, the Contractor must immediately notify the Company and the competent authorities and comply with the statutory stipulations and directives received. The Contractor must subrogate the Company in its rights with regard to these vestiges.

24 "Construction Site All Risks" insurance

Unless specified otherwise in the Agreement, the Contractor is responsible for taking out a "Construction Site All Risks" insurance policy.

The Contractor must take out "Construction Site All Risks" insurance, on its own behalf, and on that of its subcontractors, the Company and the other parties intervening on the Site, on the conditions specified in Article 17.4.

The Contractor will be responsible for ensuring that its subcontractors take out insurance, during the performance of their Works on the Site, which covers the same risks and contains the same conditions.

25 Registration of the Contractor

Only a Contractor registered in accordance with the current statutory provisions, and which furnishes proof of such registration, may be accepted as a Contractor. No Agreement will be validly concluded without proof of the Contractor's registration.

In the event that the registration is deleted or annulled, the Contractor must advise the Company by registered letter before any demand for payment is made, and at the latest within two (2) working days of being notified of the decision. The Company reserves the right to terminate the Agreement, in accordance with Article 2.7.2(iii).

Failure to comply with this obligation is considered as serious misconduct. In the event that the registration is deleted or annulled, the Contractor will be required to pay the Company, as of right and without any formal demand, the amount withheld from the first payment following the deletion or annulment, together with the amount of the fines, tax surcharges and surcharges on social security contributions imposed on the Company.

If the Contractor does not notify the Company in due time of its de-registration, the Company will be entitled to withhold from the amounts due to the Contractor the amounts which it should have withheld from previous invoices in order to pay them to the tax and social security authorities.

At the same time, it may withhold amounts corresponding to the maximum fines which the tax and social security authorities may claim for late payment, until it is established that no fine, or only a fine of a smaller amount, will be imposed.

Where the Contractor entrusts part of the works to a third party, it undertakes to make use of registered subcontractors, failing which the Contractor will be liable for any loss incurred by the Company owing to the use of non-registered subcontractors.

III PROVISIONS RELATING TO THE PURCHASE OF GOODS

26 Shop manufacturing

26.1 Defects

The Contractor must notify the Company of defects encountered in the course of manufacture and submit a proposal to it for the acceptance, repair or rejection of the materials or machined items.

Without prejudice to Article 2.7, the Company may demand the repair or replacement by the Contractor, at its expense, of all or part of the Goods, which do not comply, with the specifications of the Agreement, good practice and/or the drawings.

When materials or defective performance have been rejected, the Company will draw up a report stating reasons, to be sent to the Contractor within fifteen (15) Days, by registered letter with advice of delivery.

26.2 Inspections and tests

Inspections and tests of the Goods are subject to the following stipulations, without prejudice to Article 11.

26.2.1 Tests in the course of manufacture

If tests in the course of supply, manufacturing or erection are specified in the Agreement, these tests will be carried out under the Contractor's liability and at its expense, in accordance with programmes drawn up with the approval of the Company.

The Agreement specifies the cases in which the Contractor must notify the Company in writing of the date of the tests, on the basis of the quality control programmes.

In all cases, the Contractor will communicate the test results and reports relating to factory acceptances to the Company within fifteen (15) Days, in accordance with the arrangements specified in the Agreement.

26.2.2 Inspections and tests on completion of manufacturing

On completion, partial or total, of the manufacture or construction of the Goods, the Company may inspect them and in this case will attend the final tests performed in the workshops, in the factory or any other place of manufacture or construction, including the premises of the Contractor's subcontractors.

The Agreement specified the cases in which the Contractor must notify the Company in writing of the date of these inspections and tests.

In the case of plant or equipment which is to be supplied, and subject to the test results being satisfactory, the Company will authorise the Contractor to package and prepare the Goods for dispatch.

In all cases, the Contractor must send the test results and reports to the Company within fifteen (15) Days, in accordance with the arrangements specified in the Agreement.

27 Rejection of the Goods

27.1 Causes for rejection

Independently of any former Transfer of Title, the Company reserves the right to reject the Goods supplied:

- if, during the period of manufacture or assembly, certain parts have been found defective;
- if, after the period of manufacture or assembly, the Contractor has not been able, within the time-limits set, to make the Goods comply with the conditions specified in the Agreement;
- if the tests reveal deviations, in relation to the guaranteed conditions of functioning, which exceed the permissible limits specified for the Agreement;
- if, during the Guarantee period, serious defects appear which are incompatible with normal operation and cannot be remedied by the Contractor within a period which allows of their operation.

If, during the Guarantee period, it is necessary to replace an element for reasons of abnormal wear, failure or operating malfunction, the extension of the Guarantee period applied to this element does not preclude the granting of a partial final acceptance by the Company, provided the replacement element does not entail the putting out of service of all the Goods.

The rejection of a component may entail the rejection of all components associated with it, or of the whole functional system of the Goods supplied under the Agreement.

27.2 Rejection conditions

In the event of a rejection, the Company may, without prejudice to all its other rights:

- either accept the Goods' being replaced, totally or in part, by the Contractor, at the latter's cost and without prejudice to the Company's possible right to damages. While waiting for the replacement, the Company is entitled to use these Goods under the responsibility and with the agreement of the Contractor, on condition of certain modifications, additions or adaptations made at the cost of the Contractor, if need be.

The rejected Goods will then be available to the Company without charge; the Company undertakes to use them in normal operating and maintenance conditions.

- or refuse the replacement of the rejected Goods, if they are essential to the Agreement, and, giving fifteen (15) Days' notice by registered letter, notify the Contractor of the cancellation of all or part of the Agreement, without prejudice to the Company's possible right to damages. The Contractor must repay to the Company, within thirty (30) Days of the date of mailing of this notification, the payments already received for the rejected Goods.

In all cases, the rejected components will be returned to the Contractor on Site.

The Contractor must, at its own cost, dismantle and remove these rejected elements, at the time indicated by the Company.

Should the Contractor fail to do so, the Company may have the required demolition, dismantling, decontamination or removal done at the Contractor's cost, without any liability on the Company's part.

IV MISCELLANEOUS

28 Languages

The language of the Agreement is specified in the contract or order and applies to all documents. In the event of contradiction and/or ambiguity, the version of a contractual document drawn up in the language of the Agreement will prevail over all other versions.

Without prejudice to Article 7.1., any document supplied by the Contractor concerning the Agreement may, at the Company's request, be translated into French and/or Dutch, at the Contractor's expense, within a reasonable period.

29 Units of measurement

The only units of measurement permitted are the internationally-used units of measurement of the metric system.

30 Administrative authorisations

Without prejudice to Article 2.2.5, the Contractor is responsible for obtaining all prior authorisations and licences required by the competent authorities and/or authorised inspection organisations for the supply of the Works, Goods and/or Services.

The Contractor will supply, at the Company's request, all the information concerning the Works, Goods and/or Services supplied which is required for the submission of authorisation applications which are the Company's responsibility.

The Contractor undertakes to take the necessary measures to ensure the acceptance of the Works, Goods and/or Services by the competent authorities and/or the authorized inspection organisations.

The Contractor, after the Date of Conclusion of the Agreement, is not entitled to any price supplement to finance these provisions or for having to bring his services, studies, supplies or works into conformity with the requirements of the competent authorities and/or the authorized inspection organizations.

31 Relations between the Parties

Each Party will remain independent of the other. Neither the Contractor, nor any person or third party appointed by the Contractor to perform the Agreement, is an employee, associate, agent, authorised representative or legal representative of the Company.

No element of the Agreement may be interpreted as creating any agency relationship between the Parties, establishing a joint venture or enabling one Party to represent the other in relation to third parties.

32 Claims

If it wishes to submit a claim, the Contractor must state the reasons to the Company by registered letter, within eight (8) Days of the circumstances giving rise to it having supervened. The Company must confirm receipt within eight (8) Days.

From the date of the Company's confirmation of receipt, the Contractor will have thirty (30) Days to submit a complete dossier stating the reasons for the claim and evaluating the amount of the prejudice sustained.

If the Contractor is unable to submit this complete dossier within thirty (30) Days, it must notify the Company, which may allow it a further period if this inability results from the very nature of the Agreement and if the Contractor is not responsible for it.

If the Contractor has not submitted its dossier within the period specified above, possibly extended, it will be deemed to have abandoned its claim.

The Company will notify the Contractor of its position within thirty (30) Days of receipt of the complete dossier.

33 Abandonment

Any abandonment and/or non-application of a provision of these general terms and conditions of purchase may not be interpreted as constituting a general abandonment and/or non-application of the said provisions.

34 Separability

If one of the provisions of the Agreement is declared null and void, this will not affect the validity of the remaining provisions. In the event that such an invalid provision affects the very nature of the Agreement, each Party will endeavour to negotiate, immediately and in good faith, a valid provision to replace it.

If such a provision has not been concluded within thirty (30) Days of the date of posting of the registered letter inviting the other Party to start this negotiation, each Party will be entitled to terminate the Agreement, giving thirty (30) Days' written notice.

35 Place of jurisdiction and governing law

The Agreement is governed by Belgian law.

Sole jurisdiction lies with the courts in Brussels, in the event of a disagreement concerning the conclusion, validity, performance or interpretation of the Agreement, without prejudice to the application of Article 16. The Company reserves the option of bringing a suit before any court which has jurisdiction under common law.