

## GENERAL TERMS & CONDITIONS – SUPPLY AND PURCHASE

### 1. PURPOSE AND SCOPE

1.1. These General Terms and Conditions for Supply and Purchase (hereinafter referred to as the “**Conditions**”) are used and will form the terms and conditions of any agreement between any company belonging to the GEOxyz Group (hereinafter referred to as “**GEOxyz**”) and a party to who a purchase order (hereafter the “**Order**”) for works, goods or services is placed (hereinafter referred to as the “**Contractor**”).

1.2. Regardless of their form, deviations from or supplements to these Conditions shall only apply if GEOxyz has consented to same in writing.

1.3. When the Order relates to the performance of works assigned to GEOxyz by a third party (hereinafter referred to as the ‘**Client**’), the Contractor shall take on the capacity of subcontractor.

The order of the Client to GEOxyz shall be referred to as the ‘**Main Contract**’.

1.4. If the Order is placed in the context of a Main Contract, the applicable technical and administrative provisions of such Main Contract and its appendices, to which reference is explicitly included in the Order and/or the Conditions shall apply (‘back to back’).

The Order shall be carried out in this case in accordance both with those referenced clauses governing the Main Contract. Unless stipulated otherwise, the penalties expressed as percentages of the contract price in the Main Contract are calculated on those of the Order. The Contractor is deemed to have full cognizance of the referenced provisions of the Main Contract, had the opportunity to study them and take them into account, and releases GEOxyz from any requirement to further include these in the Order.

1.5. The relationship between GEOxyz and Contractor (hereafter “**the Agreement**”) shall be governed by the following contractual documentation, in decreasing order of priority as follows:

- the amendments, appendices to the Order(s) or to the Specific Purchase Conditions or if applicable to any purchase agreement for which the present General Purchase Conditions are part of, in numbering or alphabetical order as applicable.
- The Order, including any Main Contract Clauses referred to;
- Specific Purchase Conditions, supplementing and/or amending these Conditions, agreed in writing (hereinafter the “**Specific Purchase Conditions**”) but excluding any appendices unless expressly stated in the Order(s) to prevail;
- The Conditions.

1.6. All Orders are placed under the above-mentioned terms and conditions, which are the only ones applicable, to the exclusion of the Contractor's general or specific terms and conditions - even if they stipulate that they are the only ones applicable, and which the Contractor is deemed to have waived. These Conditions are also applicable to negotiations regarding such Orders or Agreements, even if said negotiations do not result in the conclusion of an Agreement. The Contractor shall be considered to make his/her/its offer based on these Conditions.

### 2. DEFINITIONS

2.1. In this Agreement, the terms defined in this section shall have the following meaning when they are written with a capital letter:

**Affiliate:** in relation to any Party, any organization, which is directly or indirectly, controlled by, in control of, or under common control with, the relevant Party. For the purposes of this definition, the expression “control” shall mean the ownership of a majority of the voting shares or rights or interest in an organization, or the majority representation on the board of directors of any organization.

**Confidential Information:** all information, of whatever nature, such as financial, commercial, economic, technical, legal or any other information, and in whatever form, including analyses, compilations, studies, proprietary information, intellectual property rights, trade secrets, know-how, or other tangible or intangible materials, related to or resulting from the Purpose, and disclosed by or on behalf of the Disclosing Party to the Receiving Party before

or after the Effective Date, directly or indirectly, in writing or verbally or electronically, and that is marked or identified, in writing or otherwise, or can otherwise reasonably be considered to be qualified, as confidential information.

Confidential Information shall also mean and be deemed to include (i) the Purposes, and (ii) any information relating to the Purposes, including the fact that Discussions or negotiations are taking place or have taken place between the Parties and (iii) or any other prospective or actualized project arising from the Discussions and exchange of correspondence regarding the Purposes.

**Disclosing Party:** the Party that, either directly or indirectly through its Representatives (as defined below), discloses Confidential Information to the other Party or its Representatives.

**Goods:** means each and every article or thing or any part thereof described in the Order to be purchased by GEOxyz.

**Personal Data:** any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Receiving Party:** the Party that, either directly or through its Representatives, receives Confidential Information from the other Party or its Representatives.

**Rented Goods:** means each and every article or thing or any part thereof described in the Order to be rented by GEOxyz.

**Representatives:** in respect to the relevant Party, Party's Affiliates, shareholders, directors, employees, advisors (including, without limitation, financial advisors, counsels and accountants), controlling persons or financial institutions that need to know the Confidential Information in connection with the Purpose.

**Services:** means the services described in the Order and includes the performance of all incidental or other work or services, and the provision of all materials, deliverables, software, consultancy services and equipment, necessary to allow or assist the performance of the Services.

### 3. GOODS – RENTED GOODS

The Contractor shall ensure that the Goods and Rented Goods shall:

3.1. correspond with their description and any applicable specifications provided;

3.2. be of satisfactory quality and fit for any purpose held out by the Contractor or made known to the Contractor by GEOxyz expressly or by implication, and in this respect GEOxyz relies on the Contractor's skill and judgement;

3.3. where applicable, be free from defects in design, material and workmanship and remain so for twenty four (24) months after delivery; and

3.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and the Rented Goods.

3.5. The Contractor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

3.6. GEOxyz shall have the right to inspect and test the Goods and the Rented Goods at any time before delivery.

3.7. If following such inspection or testing GEOxyz considers that the Goods and the Rented Goods do not conform or are unlikely to comply with the Contractor's undertakings, GEOxyz shall inform the Contractor and the Contractor shall immediately take such remedial action as is necessary to ensure compliance.

3.8. Notwithstanding any such inspection or testing, the Contractor shall remain fully responsible for the Goods and the Rented Goods and any such inspection or testing shall not reduce or otherwise affect the Contractor's obligations under the agreement, and GEOxyz shall have the right to conduct further

inspections and tests after the Contractor has carried out its remedial actions.

**3.9.** Unless otherwise agreed in the Order, GEOxyz shall inspect the Goods, Rented Goods or assess the Services within a reasonable time of their being delivered or performed respectively. If the inspection indicates that the Goods, Rented Goods or the Services are inconsistent with the placed order, then GEOxyz shall return the Goods and/or Rented Goods or reject the Services or shall accept the Goods, Rented Goods and/or the Services at a lower price.

**3.10.** The inspection shall not preclude GEOxyz from claiming the Contractor's non-performance of its warranty obligations stipulated in the Conditions.

**3.11.** The Contractor warrants good and clear title to the Goods supplied and will refrain from filing any lien, attachment, charge or claim to be placed or made on or against any property of GEOxyz whether or not in the possession of the Contractor.

**3.12.** The lease period for the Rented Goods shall commence when the Contractor delivers the Rented Goods to the delivery location and shall cease when the Rented Goods are uplifted by the Contractor at the end of the lease period or when GEOxyz returns the Rented Goods to the Contractor.

#### **4. SHIPPING, PACKING, DELIVERY**

**4.1.** Unless agreed otherwise on the order form or the contract, the Order is to be delivered in accordance with Incoterms 2020 DDP (Delivered Duty Paid), at the place defined on the order form or contract, or, if no such place is defined, at GEOxyz's premises mentioned on the order form.

**4.2.** The order consists of the Goods, Services and everything associated with them, either directly or indirectly that are mentioned on the order form or contract, so that the delivery is ready for use with all necessary or useful accessories, in accordance with their intended purpose and optimal use. It is to be accompanied by the necessary instructions for assembly, use and maintenance, all applicable licenses, permits, certificates and documentation as well as the special safety instructions. These documents will be drawn up in the language prescribed on the order form and, if this is not stipulated, in Dutch and English.

**4.3.** The Contractor is liable for the measurements that it made on site; it is deemed to have checked, within the limits of its specialist field, of the dimensions and plans that were handed to it by GEOxyz and is expected to inform GEOxyz without delay of any mistake or omission.

**4.4.** The Contractor is responsible for proper packaging of the goods to be delivered. This packaging must be undamaged on delivery. The packaging must carry the appropriate markings and must be taken back by the Contractor at the request of GEOxyz.

**4.5.** Immediately on unloading of the Order, the Contractor must produce a consignment note or packing note for signature by the authorized representative of GEOxyz.

#### **5. DELIVERY DEADLINES**

**5.1.** The delivery deadline, including the one for handing-over the associated documents, forms an essential element for GEOxyz. Failure to respect that deadline forms a serious infringement of the Order. If the Order forms part of a Main Contract, the Contractor undertakes to deliver the Order within a period enabling GEOxyz to comply with the planning schedule in the Main Contract.

**5.2.** In the event of delay, the Contractor may only invoke force majeure if this is foreseen in the Main Contract and recognized by the Client. In the latter case, the Contractor will only be allowed to defer performance provided that the Client allows GEOxyz to extend the deadline based on the circumstances invoked by the Contractor.

**5.3.** If the Contractor has not delivered the Order by the scheduled deadline and, except in case of force majeure as per Clause 6 duly recognized by GEOxyz, then GEOxyz expressly reserves the right to recover from the Contractor any direct or indirect losses that this causes.

If such delay puts the implementation date for the Main Contract in jeopardy, and GEOxyz is obliged by the Client to pay penalties for delay or other charges, the Contractor shall also - based on a mere notification by GEOxyz - hold it harmless against all penalties, fines and compensation imposed by the Client.

**5.4.** Without prejudice to the above, GEOxyz is also entitled to terminate the Order in its entirety or in part by registered letter, without any payment of compensation and without the intervention of the courts, and/or seek the completion of the Order by another Contractor at the expense and risk of the Contractor, and/or take any measures allowed by the specifications of the Main Contract.

#### **6. FORCE MAJEURE**

**6.1.** Any circumstance which is unforeseeable or which, being foreseeable, is unavoidable, and which hinders extraordinarily or impedes any of the parties to fulfill its obligations shall be deemed a force majeure event. For purposes of these Conditions, the following shall not be considered force majeure events:

- (i) strikes, production stops and labour conflicts which exclusively affect the employees or the personnel engaged by Contractor;
- (ii) the lack of means of transport or materials;
- (iii) delays attributable to Contractor's subcontractors (regardless if Contractor declares a force majeure);
- (iv) change of law; or
- (v) those circumstances which Contractor does not convey to GEOxyz within five (5) calendar days following their commencement.

**6.2.** The party claiming a force majeure event shall notify the other party of such event within five (5) calendar days of its commencement. Party claiming the force majeure event is obligated to take all necessary measures to mitigate the force majeure event. Such notice shall describe the claimed force majeure event, its estimated duration, its estimated impact on the notifying party's ability to perform under the Contract or Order, and the measures the notifying party proposes to adopt to resolve or to mitigate the adverse consequences arising from the force majeure event.

**6.3.** Whenever a force majeure event occurs, the timing for the execution of the Agreement or Order shall be extended for a period equivalent to the duration of the force majeure event. If the force majeure event persists more than sixty (60) days or it becomes obvious that it will persist more than 60 days, the party not affected by such event shall be entitled to terminate the Agreement or Order by notifying the other party.

#### **7. LIABILITY AND INSURANCE**

**7.1.** The Contractor shall bear the entire liability and hold GEOxyz harmless, without restriction, and indemnify it for any direct or indirect loss, expense (including transport, dismantling, re-assembly and recommissioning), losses and defense costs as a consequence of an infringement by the Contractor of this agreement or the consequence of a defect or non-conformity of the goods.

**7.2.** The Contractor shall indemnify GEOxyz and defend it against any complaints by the Client or third parties and against any claim based on product liability.

**7.3.** The Contractor is bound to take out at least the insurance mentioned below with an insurance company with its registered office in the European Union and approved in Belgium, to cover its liability, and which it shall prove by submitting the insurance certificates if merely requested to do so: i) civil liability insurance for a minimum of 2,500,000€ per claim incident, ii) workplace accident insurance and iii) motor vehicle insurance. The Contractor is also bound to take out at its expense any insurance stipulated on the order form or the contract. The amounts of the excess clauses are payable by the Contractor.

**7.4.** The Contractor hereby declares that it will abide by all provisions concerning waiver of recourse which GEOxyz has signed up to with respect to the Client, and will ensure coverage of these provisions by its insurers.

#### **8. PRICE – INVOICING - PAYMENT**

**8.1.** The Contractor shall supply the Goods (and the associated services and everything that goes with it) at the prices shown in the Order Form or Agreement. Unless expressly agreed otherwise, the prices are i) flat-rate, ii) firm and not liable to revision, iii) exclusive of any VAT but iv) inclusive of all other taxes, duties, levies, (licence) fees and other expenses including, but not limited to transport, packaging, insurance, certificates, manuals and other user documentation.



**8.2.** Any order shall be the subject of a separate invoice, sent to GEOxyz's registered office. The invoice shall quote the order number on the Order, and be accompanied by the necessary supporting documents and all other documents stipulated on the Order or Agreement. Invoices that do not meet these requirements may be refused and sent back. In that case, they will be deemed to have been the subject of a valid challenge.

**8.3.** The payment period commences once GEOxyz is in possession of a properly drawn up, complete invoice. Unless specific terms have been agreed, the Contractor's invoices are payable sixty (60) days as from receipt by GEOxyz of the properly drawn-up document. The date of receipt of the invoice shall be determined by the GEOxyz stamp.

**8.4.** If these periods should be exceeded the Contractor may, after sending notice of default, claim interest calculated at the statutory interest rate as from the payment due date. GEOxyz shall not be liable to pay flat-rate compensation or penalties under any circumstances.

**9. TRANSFER**

Unless with the prior written consent of GEOxyz, the Contractor does not have the right to subcontract, assign, transfer, pledge or outsource the Order or parts thereof.

**10. SUSPENSION – TERMINATION - CANCELLATION**

**10.1.** The Client's decision to suspend or cancel the Main Contract or any other action with the same outcome empowers GEOxyz to suspend or cancel the Order.

**10.2.** Unless that is attributable to a serious fault admitted by GEOxyz, such a suspension or cancellation shall not give rise to compensation of the Contractor, unless the Client pays compensation to GEOxyz on grounds of suspension or cancellation of the Main Contract, in which case said amount may be shared between GEOxyz and its various Contractors in proportion to the scale of the proven damages of the Contractor in relation to the loss sustained by GEOxyz and by the other Contractors.

**10.3.** If the Contractor fails to live up to its obligations or if the Order is not carried out on time, GEOxyz has the right, as from five working days after sending notice of default by registered letter which has not been acted upon, to claim by operation of law and without prior action through the courts and without prejudice to the GEOxyz's right to seek additional compensation and interest, and to cancel the Order due to the fault of the Contractor, without the Contractor being entitled to any compensation, or to have the Order delivered by a third party at the Contractor's risk and expense.

**10.4.** In the event of bankruptcy, judicial restructuring, liquidation, death, prohibition, cessation or actual ending of business activities and in any cases which result in the Contractor being prevented from completing the works, GEOxyz has the right, unless the law provides otherwise, to cancel the Order as it thinks fit by simple written notice and without action through the courts, or to have the Order carried out by the lawful successors at the conditions of the Order, without prejudice to any compensation and interest.

**11. PROCESSING PERSONAL DATA**

**11.1.** The Parties process each other's personal data, as well as those of the Client, the (sub)contractor(s) and other building firms, their personnel, their collaborators, their agents and other useful contacts. The purpose of this processing is the fulfilment of this contract, management of customers/suppliers/subcontractors, accounts and safety on site. The legal basis is the performance of the contract, compliance with legal and regulatory obligations (such as the mandatory electronic registration of presence on site, the 30bis declaration of works, attendance lists or other obligations for public procurement projects) and/or the legitimate interest of the relevant Party.

**11.2.** The Parties undertake only to process this personal data with a view to the above-mentioned purposes and in accordance with the provisions of the General Data Protection Regulation as well as all prevailing laws, decrees and implementing orders. It shall only pass on this personal data to processors, recipients and/or third parties to the extent necessary within the framework of the above-mentioned purposes for processing.

**11.3.** The parties shall take the necessary precautions to protect the personal data against risks including unauthorized access, theft, destruction, loss, corruption, disclosure, reproduction or dissemination, either accidental or illegal.

**11.4.** The Contractor undertakes to impose the same obligations on the companies and organisations that it uses.

**12. CONFIDENTIALITY**

**12.1.** The Contractor is bound to treat all data and information that it has obtained during the term of the contract from GEOxyz or the Client as confidential and keep it secret, unless agreed otherwise in advance. The data and information provided remains the property of GEOxyz and the Contractor shall only use it for the purpose for which the contract was entered into.

**12.2.** The Contractor shall ensure that its personnel, its representatives and any third party that it uses in carrying out the Order shall be subject to and comply with the same duty of confidentiality and secrecy as that which applies to the Contractor, whereby the latter is jointly and severally liable for all infringements.

**12.3.** The Contractor shall take appropriate measures to prevent unauthorized access or disclosure of this confidential data, in accordance with the standard of protection prevailing in the industry concerned, or in the same way and to the same extent that the Contractor protects its own confidential commercial information, whichever standard is higher.

**13. INTELLECTUAL PROPERTY RIGHTS**

**13.1.** Drawings, illustrations, calculations, working methods and procedures that are provided by GEOxyz remain the property of GEOxyz and may not be reproduced, copied or passed to third parties by the Contractor, or made public, or used in any other way than exclusively in the context of the contract. At GEOxyz's request, the Contractor is bound to return these documents at its own expense after delivery/technical acceptance.

**13.2.** Items and working methods that GEOxyz developed in collaboration with or commissioned by the Contractor become the property of GEOxyz and may only be made available to third parties with the prior written consent of GEOxyz. The knowhow acquired by GEOxyz from this development is exclusively available to GEOxyz, and will not be made known by the Contractor to third parties or used by it and/or third parties, unless GEOxyz has given its prior written consent. The Contractor transfers, to the extent necessary, in advance and free of charge, the intellectual property rights to GEOxyz, and GEOxyz accepts the transfer. If a document or other formality is necessary for the transfer or the registration in relevant registers, the Contractor already grants its unconditional cooperation, or respectively already grants its irrevocable power of attorney to GEOxyz to accomplish that transfer or registration (or other formality).

**13.3.** To the extent that intellectual property rights apply to the goods or services provided by the Contractor, for which the Contractor can prove that they already existed prior to the effective date of the contract and were the Contractor's property, or that they were developed independently of (the performance of) the contract, the intellectual property rights remain with the Contractor. The Contractor grants GEOxyz a non-exclusive, everlasting, irrevocable, worldwide and transferable right of use with regard to such intellectual property rights for any purpose relating to the business or the activities of GEOxyz. GEOxyz's right of use also comprises the right to provide such right of use for its (potential) customers or other parties with whom it maintains relations in connection with the running of its business.

**13.4.** The Contractor guarantees that the implementation of the Order does not infringe intellectual property rights (including copyright, patent rights, model rights, trade mark rights) of GEOxyz and/or third parties. The Contractor shall indemnify GEOxyz against claims by third parties for infringement of these rights as well as any consequential loss.

**13.5.** The Contractor is not allowed to use the trade name and/or logo of GEOxyz without the prior written consent of GEOxyz.

**14. COMPENSATION**

**14.1.** All financial claims of GEOxyz against the Contractor, whether or not they relate to the Order, shall be offset by operation of law against any amounts to be paid to the Contractor pursuant to the Order. In the event of a financial claim by GEOxyz is not definite, GEOxyz has the right to withhold a suitable deposit corresponding to the estimated amount, based on its claim.

**15. ETHICS - SAFETY**

**15.1.** The Contractor shall respect and commit to an internationally recognized standard on human rights, anti-



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corruption, environment and labour and the Contractor agrees to accommodate any potential audit pursuant to verification of the same by GEOxyz.

**15.2.** The Contractor shall ensure that its employees or representatives refrain from any act of fraud, corruption or conflict of interest, and do not take any action or adopt an attitude that could distort or restrict competition. In the event of an infringement, GEOxyz would have the right, unless the law stipulates otherwise, to cancel this order if it thinks fit by giving notice by ordinary mail and without action through the courts, or to have the Order fulfilled by the legal successor under the conditions of the Order, without prejudice to any compensation or interest. If the case arises, the Contractor shall indemnify GEOxyz against any possible negative consequences of remaining in default, including any fees of legal counsel.

**15.3.** The Contractor shall comply with and act in accordance with all applicable health, safety and environment regulations.

**15.4.** If the goods supplied consist of tools or protective equipment, they must comply with all the health and safety rules in terms of design, manufacture and use so that they rule out hazardous working conditions as such (even if they are not expressly foreseen by the regulation). On delivery, the Contractor shall provide a document showing that the above clause is satisfied or which justifies any exemption foreseen in the regulation.

## **16. Miscellaneous**

**16.1. Waiver.** Any failure or delay by a Party in exercising any right under this Agreement, the exercise or partial exercise of any right under this Agreement, or any reaction or absence of reaction by a Party in the event of breach by the other Party of one or more provisions of this Agreement, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under this Agreement or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

**16.2. Severability.** If any court of competent jurisdiction or any regulatory agency or body determines that any provision of this Agreement is void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void, invalid, unenforceable, or illegal provision had never been contained herein.

**16.3. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes and replaces all prior understandings and agreements with respect to such subject matter, provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation. There are no conditions,

representations, warranties or understandings, express or implied, except as set out in this Agreement.

**16.4. Amendment.** The provisions of this Agreement may not be modified or amended except by written agreement duly executed by both Parties.

**16.5. Assignment.** This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, each of GEOxyz and Contractor is entitled to assign this Agreement in whole or partly to its Affiliates.

**16.6. Notices.** Any notice to be given hereunder shall be in writing and sent by courier service or registered mail to the registered office of the other Party.

A copy of any notice addressed to Geo Xyz shall be sent to:

Geo Xyz

Harelbeekstraat 104 bus D

8550 Zwevegem

Belgium

For the attention of: The Managing Director and the Legal Department

Notices under this Agreement shall be in writing in the English language and shall be deemed validly given on the day of delivery if delivered by hand, or 72 hours after the date of mailing if sent by prepaid registered mail, or on the next business day if sent by facsimile transmission.

**16.7.** Electronic copies of this Agreement have the same strength of law and are equally legally binding as signed originals.

## **17. APPLICABLE LAW - DISPUTES**

**17.1.** The Agreement is governed by Belgian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

**17.2.** In the event of disputes, the courts in whose jurisdiction the registered office of GEOxyz is located shall be competent. Nevertheless, GEOxyz reserves the right, if it is acting as the plaintiff, to bring the case before any other competent court.

**17.3.** If GEOxyz is formally ordered and/or summoned by the Client or a third party with regard to works carried out by the Contractor, the latter shall participate voluntarily as a party in the dispute at the first time of asking by GEOxyz, even if legal proceedings are ongoing between GEOxyz and the Contractor.

**17.4.** If GEOxyz is bound contractually to the Client by an arbitration clause, then the Contractor summoned to be joined in proceedings by GEOxyz shall take part in this arbitration procedure.